

COLLECTIVE AGREEMENT

between



CANADIAN NATIONAL TRANSPORTATION LIMITED

and



UNIFOR NATIONAL COUNCIL 4000

GOVERNING THE SERVICES OF OWNER-OPERATORS

**EFFECTIVE September 16, 2019 TO December 31, 2023
EXCEPT AS OTHERWISE INDICATED HEREIN**

(version française disponible sur demande)

CN EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

Help is just phone call away at any time of the day or night from anywhere in Canada.

All services can be accessed by calling Morneau Shepell's 24-hour toll-free number 1-800-268-5211 (for English or French), which will connect the caller to a Care Access Representative who will assign you to a local counsellor.

To use online services visit [Morneau Shepell Online Services](#), enter your company name "Canadian National" and create your own user name and password to register your account. All information received, beginning at the point of the initial call to the Care Access Representative and continuing all the way to the closure of the client file will be treated as completely confidential, no identifying information is ever shared with CN unless the employee specifically authorizes it.

For additional information on the Employee and Family Assistance Program please contact your Local EFAP Peer or Union Representative. Or call the toll free number.

Useful Contact Numbers

EFAP	1-800-268-5211 (English or French)
HR Centre	1-877-399-5421
Hearing Impaired (TDD English)	1-800-363-6270
Hearing Impaired (TDD French)	1-800-263-8035

TABLE OF CONTENTS

ARTICLE		PAGE
1.	Recognition and Representation	1
2.	Union Dues	2
3.	Management Rights	3
4.	Strikes and Lockouts.	4
5.	Grievance and Arbitration Procedures	4
	Grievance Procedure	4
	Step 1	4
	Step 2	4
	Step 3.....	5
	Arbitration	5
	General	5
6.	Probationary Period.	6
7.	Seniority	6
	Seniority Groupings	6
	Seniority Lists	6
	Establishment of Seniority.....	7
	Corrections to Seniority Lists	7
	Purpose of Seniority	7
	Loss of Seniority	8
8.	Progressive Disciplinary Measures	8
	Minor Offence – Corrective Process	9
	Investigative Hearing Process	10
9.	Allocation of Work	12
10.	Replacement Drivers.....	13
11.	Sub-contracting.....	14
12.	Payment for Services and Equipment	15
13.	Bereavement Leave	16
14.	Duration of Agreement.....	17

APPENDICES

APPENDIX	PAGE
1. Application of Article 1 in respect of Contract Trucking	19
2. Wait time letter of August 22, 1998	21
3. Calculation of the mileage distances	22
4. Expansion of the Duties of Owner-Operators	23
5. Discrimination and Harassment in the Workplace	24
6. New member orientation	25
7. Fuel	26
8. Investigative Procedures (deleted)	27
9. Reclaimed Monies (Article 3.08 Standard Contract)	28
10. Multiple Chassis	29
11. Transborder Service	30
12. Company Letter March 14, 2003 concerning reinstatement of former discipline system (deleted).....	31
13. Rules and restrictions pertaining to multiple trucks owned by Owner Operators.....	32
14. Implementation of the Grievance Tracking System (GTS) on a permanent basis	33
15. Administration of Health and Safety	34
16. Double Shifting trucks	35
17. Printing of Collective Agreements	36
18. Revised Standard Contract	37
19. Local Agreements.....	38
20. Unexpected Medical emergencies.....	39
21. Scheduled Maintenance Time	40
22. Health & Safety Issue	41
23. Dispatch Services	42
24. Standard Contract – Schedule B - Safety Bonus	43
25. Standard Contract – Schedule C – Cleaning Container	45
26. Truck age Extension	46

ARTICLE 1
RECOGNITION AND REPRESENTATION

RECOGNITION

1.1 **CANADIAN NATIONAL TRANSPORTATION LIMITED**, herein referred to as "*the Company*", recognizes **Unifor and Unifor National Council 4000**, herein referred to as "*the Union*", as the sole collective bargaining agent for all owner-operators engaged under a standard contract by the Company.

1.2 In this agreement, "*owner-operator*" shall mean a person who is contracted to the Company to provide transportation service and to make available for this purpose a single highway tractor and related equipment, all under the terms and conditions set out in a standard contract between the Company and the individual owner-operator. For the purposes of this agreement, an owner-operator shall be deemed to be a dependent contractor of **CANADIAN NATIONAL TRANSPORTATION LIMITED** within the meaning of that term as found in Part I of the *Canada Labour Code*.

1.3 The Company agrees not to enter into any agreement or contract with owner-operators, individually or collectively, which in any way conflicts with the terms and provisions of this agreement without the express consent of the Union. Any such agreement or contract will be null and void.

1.4 The standard contract shall require that all owner-operators covered by paragraph 1.1 of this article become and remain members of the Union during the continuance of this agreement.

1.5 Upon engaging a new owner-operator, the Company shall have such new owner-operator sign a Union membership card and forward it to the Local Chairperson. The Union shall furnish a supply of blank Union membership cards.

1.6

(a) It is agreed by the Company and Unifor that there shall be no discrimination or harassment towards an owner-operator based on the owner-operator's age, marital status, race, colour, national or ethnic origin, political or religious affiliation, sex, family status, pregnancy, disability, union membership or sexual orientation.

(b) It is agreed that the terms "discrimination" and "harassment" as used in this Article, shall be as defined and interpreted in the Canada Human Rights Act.

(Refer to Appendix- 5)

1.7 The Company shall furnish the Union with a list of new Owner-Operators contracted by the Company within 14 days of their being engaged. Owner-operators will be responsible for furnishing a list of replacement drivers to both the Company and the Union.

REPRESENTATION

1.8 Officers and committee persons of the Union shall be recognized by the Company as representatives of owner-operators contracted by the Company in all matters covered by and concerning this agreement.

1.9 The Union agrees that there will be no Union activities carried out during working hours except those necessary in connection with the administration of this agreement.

1.10 Accredited representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that this agreement is being adhered to, provided that there is no interruption of the Company's operations.

1.11 Before hiring externally, the Company will notify the Local Chairperson and discuss the Company's intention to hire new Owner-Operators at the terminal.

1.12 The Company and the Union recognize that where used in this agreement, the terms: locally arranged, locally agreed, or local agreement, shall refer to an agreement in writing between the driver manager of the Company and the Local Chairperson of the Union. In addition, the terms: mutually arranged, mutually agreed, or mutual agreement, shall refer to an agreement in writing between the Director of Trucking Operations CNTL (or his/her designate) and the Regional Representative of the Union.

It is understood that all such agreements must be captured in writing and signed by both parties. Where there is no identified cancellation clause, it will be deemed that a 30 day cancellation clause will apply to any such agreement(s).

1.13 In the event of a disagreement or conflict between the English and French language versions of this agreement, the English version shall be binding upon the parties.

ARTICLE 2 UNION DUES

2.1 The Company shall deduct from the compensation paid during the period containing the twenty-fourth day of the calendar month, from compensation due and payable, an amount equivalent to the monthly union dues of the Union subject to the conditions and exceptions set forth hereunder. Union dues in respect of replacement drivers employed by Owner-Operators will also be deducted from compensation due and payable to owner-operators for the same period.

2.2 The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this article shall be

applicable to the Union on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

2.3 If compensation due for the period containing the twenty-fourth calendar day of any month is insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from compensation payable to the owner-operator by the Company in such month. The Company shall not, because the owner-operator did not have sufficient compensation payable, carry forward and deduct from any subsequent compensation the dues not deducted in an earlier month. Only deductions now or hereafter required by law and deductions of monies due or owing the Company shall be made from compensation prior to the deduction of dues.

2.4 The amounts of dues so deducted from compensation, accompanied by a statement of such deductions from owner-operators, shall be remitted by the Company to the designated officer or officers of the Union not later than 40 calendar days after deductions are made.

2.5 The Company shall not be responsible, financially or otherwise, either to the Union or any owner-operator for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an owner-operator's compensation, the Company shall adjust it directly with the owner-operator. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this article shall terminate at the time it remits the amounts to the designated officer or officers of the Union.

2.6 In the event of any action at law against either or both of the parties resulting from any deduction or deductions made or to be made from compensation by the Company pursuant to paragraph 2.1, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from compensation.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Except to the extent that management's rights have been otherwise limited or modified by the specific terms and conditions of this collective agreement, the Union recognizes the exclusive right and authority of the Company to manage the affairs of its business and to direct its owner-operators subject always to the terms of this collective agreement. Management's rights include:

- (a)** The right to engage, direct, assign, and adjust the number of owner-operators.
- (b)** The right to determine schedules of work; type of equipment; service, work and operational standards.

- (c) The right to maintain order and to discipline for just cause.
- (d) The right to make and enforce rules, regulations and policy.

3.2 The exercise of the foregoing rights shall in no way violate this agreement nor shall it deprive owner-operators of the right to exercise the grievance procedure where it is alleged that one or more of the provisions of this agreement have been violated.

**ARTICLE 4
STRIKES AND LOCKOUTS**

4.1 During the term of this collective agreement, there shall be no lockout by the Company nor any strike or work stoppage by owner-operators covered by this agreement.

**ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURES**

Grievance Procedure

5.1 The Company and the union recognize and agree that the prompt resolution of differences concerning the interpretation, application, administration or alleged contravention of this agreement is of the utmost importance.

5.2 The Company and the Union recognize that open and frank discussions will promote the resolution of grievances.

5.3 A grievance concerning the interpretation, application, administration or alleged contravention of this agreement, or alleging that Owner-Operator has been unjustly disciplined or discharged shall be dealt with in the manner set out in this article.

Step 1

5.4 Within twenty-one (21) calendar days from cause of grievance, the Owner Operator and/or the Local Chairperson, or an authorized committee member, may present the grievance in writing to the appropriate Driver Manager who will give a decision within twenty-one (21) calendar days of receipt of grievance.

Step 2

5.5 Within fourteen (14) calendar days of receiving decision under Step 1, the Local Chairperson or their designate of the Union, will advise and meet with the Driver Manager (or their designate) in a Grievance Meeting with the aim of resolving outstanding grievances declined at Step 1. Every effort shall be made to schedule such meeting during normal working hours.

A decision will be rendered within seven (7) calendar days from the date the Grievance Meeting is held.

Step 3

5.6 Within forty-five (45) calendar days of receiving decision under Step 2, the designated Representative of the Union may appeal to the designated Senior Company officer. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the collective agreement, the statement shall identify the article and paragraph of the article involved.

A decision will be rendered within forty-five (45) calendar days of receiving appeal.

NOTE: Each party will notify the other of any changes in designated officers.

5.7 A grievance concerning discipline or discharge of an Owner-Operator may be processed commencing at Step 3 of the grievance procedure within forty-five (45) calendar days from the date discipline or discharge was assessed.

Arbitration

5.8 A grievance concerning the interpretation, application, administration or alleged contravention of this agreement or alleging that an Owner-Operator has been unjustly disciplined or discharged which is not settled at Step 3 may be referred by either party to the Canadian Railway Office of Arbitration and Disputes Resolution for final and binding settlement in accordance with the regulations of that Office.

5.9 The request for arbitration must be filed with the Canadian Railway Office of Arbitration and Dispute Resolution, in accordance with the regulations of that Office, within 60 days following receipt of the decision rendered at Step 3 of the grievance procedure.

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5.11 Intentionally left blank

General

5.12 The settlement of a grievance shall not under any circumstance involve retroactive compensation beyond a period of 60 calendar days prior to the date that such grievance was submitted at step 1 of the grievance procedure.

5.13 When a grievance is not progressed by the Union within the prescribed limits, it will be considered as withdrawn.

5.14

(a) When a decision other than one concerning a claim for unpaid compensation is not rendered by the applicable officer of the Company within the prescribed time limits, the grievance may be progressed by the Union to the next step of the grievance procedure.

(b) When a decision concerning a claim for unpaid compensation is not rendered by the applicable officer of the Company within the prescribed time limits, the claim will be paid.

(c) The application of this paragraph 5.14 shall not constitute an interpretation of the collective agreement.

5.15 It is understood that the resolution of a grievance in favor of an owner-operator will not take into account standard variable costs, such as fuel and maintenance costs, not actually incurred by the owner-operator. In the application of this article, compensation claimed will be considered to include standard variable costs of 40% in respect of mileage related claims and 25% in respect of zone related claims.

5.16 The time limits set out in this article may be extended by mutual agreement between the Company and Union officer concerned.

5.17 The Company officers designated herein may be altered consistent with the organizational structure upon written notification to the appropriate Regional Representative(s) of the Union.

ARTICLE 6 PROBATIONARY PERIOD

6.1 Owner-Operators shall be considered as being on probation until they have completed one hundred (100) work shifts under contract with the Company. If found unsuitable during such period, the owner-operator will not be retained. The Company will advise the Owner-Operator in writing, of the reason(s) for the decision to release the Owner-Operator during the probation period. This shall not deny an owner-operator of the right to appeal the matter in the grievance procedure.

6.2 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.

ARTICLE 7 SENIORITY

Seniority Groupings

7.1 For the purpose of seniority, owner-operators will be grouped by terminal including outlying points.

Seniority Lists

7.2 Seniority lists will be maintained for each seniority group as defined in paragraph 7.1 showing seniority number, names, location and seniority date from which date seniority will accumulate.

7.3 Seniority lists shall be updated and posted at the headquarters locations of all owner-operators concerned (including outlying points) on or before March 31 of each year. A copy of the applicable seniority list shall be furnished to Local Chairpersons and the designated Representative of the Union. The date on which the seniority list is posted at each location will be shown on the seniority list.

Establishment of Seniority

7.4 The name of an owner-operator shall be placed on the applicable seniority list immediately upon commencing actual service under contract to the Company. In instances where owner-operators have been previously contracted to the Company and the contract was terminated for any reason, such time previously under contract will not be taken into account in the determination of seniority.

7.5 When two or more owner-operators commence service in the same seniority group on the same day, the procedure for establishing their relative seniority standing shall be as follows:

- (a)** The owner-operator who commenced service at the earlier hour of the day shall be senior.
- (b)** When owner-operators commenced service at the same hour of the day, the owner-operator who signed the standard contract first shall be senior.

Corrections to Seniority Lists

7.6 Protests respecting seniority status must be submitted, in writing, within 60 calendar days from the date the seniority list is posted. When proof of error is presented by an owner-operator or representative, such error will be corrected. Seniority standing shall become established by being shown on the posted seniority list for 60 calendar days without written protest. Thereafter, seniority standing will not be changed except by mutual agreement between the National Representative of the Union and the proper officer of the Company.

7.7 No change shall be made in the seniority date accorded an owner-operator which has appeared on two consecutive seniority lists unless the seniority date appearing on such lists was protested, in writing, within the 60 calendar day period allowed for correctional purposes.

Purpose of Seniority

7.8 The purpose of seniority is to establish a mechanism to govern layoff, recall to service and, where in effect, entitlement to permanent runs and dispatch start times.

7.9 Notwithstanding the provisions of paragraph 7.8, in the event of layoff, the Company will take into account:

- (a)** The type of equipment, licenses and permits necessary for the service required;
- (b)** The seniority of the owner-operator;
- (c)** Where two or more owner-operators possess the type of equipment, licenses or permits necessary for the service required, seniority shall be the determinant factor and the junior owner-operator(s) shall be laid off first.
- (d)** In the application of this paragraph, senior owner-operators who would otherwise be laid off will have the option to secure the type of equipment, licenses or permits necessary for the service required. Owner-operators who wish to exercise this option must provide the Company with proper notice of intent within 48 hours of being advised of layoff and secure such equipment, licenses or permits within 21 days thereafter.

Loss of Seniority

7.10 Owner-operators will forfeit their seniority and their services will be dispensed with for any of the following reasons:

- (a) If an owner-operator fails to complete the probationary period.
- (b) If an owner-operator is discharged for just cause as a disciplinary measure.
- (c) If an owner-operator is absent without authorization for more than three (3) consecutive working days and fails to supply transportation services with an approved replacement driver. Authorization will be given in case of bona-fide illness or injury or other reason acceptable to the Company.
- (d) If an owner-operator has been laid off and has subsequently refused to resume provision of transportation services within seven (7) calendar days after being personally advised to do so. When owner-operators cannot be contacted personally, they will be advised of recall to service by registered mail to their last known address on record with the Company upon which they will then be allowed a maximum of seven (7) calendar days to report for service calculated from the date the notice is mailed.
- (e) If an owner-operator is laid off and is not recalled to service within one year from the date of layoff.
- (f) Forfeiture of any permits, licenses or certificates required under federal or provincial regulations that renders the owner-operator ineligible or unable to fulfill the requirements of the standard contract. However, if an owner-operator should have his permit, license or certificate required by federal or provincial authorities suspended or revoked, such owner-operator will be allowed to designate a replacement driver as defined in Article 10 pending the final outcome of the legal case. If the owner-operator is found guilty, his contract will be immediately terminated. Should the owner-operator be found legally not guilty of the charge(s), then such owner operator will be allowed to return to work without forfeiting his seniority.
- (g) If the standard contract between the owner-operator and the Company is terminated for any bona-fide reason.
- (h) If the vehicle does not meet the CNTL truck specifications as agreed between the parties on July 18, 2014.

ARTICLE 8 PROGRESSIVE DISCIPLINARY MEASURES

8.1 Pursuant to the terms of the standard contract, Owner-Operators are required to fulfill the duties and responsibilities connected with the provision of transportation services in a safe, proficient, and lawful manner. In circumstances where an Owner-Operator fails to fulfill such duties and responsibilities, or provides unsatisfactory service, or engages in misconduct, CNTL may implement progressive disciplinary measures necessary to effect desired changes in behavior in accordance with the following general principles:

- (a) Owner-Operators may, at the Company's discretion, be coached and/or counseled, or issued a written warning, as a prelude to any formal or informal disciplinary intervention.

- (b) A written reprimand or 1 demerit point will be assessed for the first occurrence of minor infractions.
- (c) An assessment of 2 demerit points may be assessed for any subsequent minor infractions, whether a similar or different infraction, within the twelve months from the previous disciplinary infraction.
- (d) 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 Owner-Operator's discipline record.
- (e) Major offences, criminal conduct, gross insubordination, impaired operation of a motor vehicle, conduct contrary to the reputation and public image of the Company, all may warrant termination of the standard contract, notwithstanding a clean or clear prior disciplinary record. Owner-Operators will not be suspended pending investigation or following investigation, except in instances of alleged major offences, etc. (See Article 8.9 below) where termination of the standard contract would be considered. In such instances, if the Owner-Operator is subsequently exonerated, he/she will be made whole in accordance with Article 8.13.
- (f) Owner-Operators will have their standard contract terminated upon accumulation of six (6) active demerit points or more.
- (g) If the Owner-Operator completes 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 the Owner-Operator.

8.2 Intentionally left blank

Minor Offence – Corrective Process

8.3 Minor offences may be handled through a corrective process, i.e. without the necessity of an investigative hearing. This corrective process is designed to help Owner-Operators modify a behaviour that is considered inappropriate while minor in nature. The intent is to allow the Owner-Operator the opportunity to modify the behaviour before the situation worsens. A second occurrence of what could otherwise be considered a minor offence shall not be considered as a minor offence.

- (a) The corrective process involves the following:
 - (i) The minor offence will be reviewed with the Owner-Operator, through a discussion, as soon as practicable by CNTL. Prior to the discussion, the Owner-Operator will be afforded the opportunity (up to 24 hours) to seek Union assistance/presence for the discussion, if he/she so desires.
 - (ii) The corrective process may result in coaching and counselling. Coaching and counselling discussion(s)/ meeting(s) do not constitute discipline and are not recorded on the OwnerOperator's discipline record.
 - (iii) In cases where the assessment of a written reprimand or one demerit point is determined by CNTL to be appropriate, the Owner-Operator shall be advised in writing of the sanction

within seven (7) calendar days following the corrective process, unless otherwise locally agreed.

- (iv) The Local Chairperson will be provided with a copy of such a written warning/reprimand by email or other means.
 - (v) The Owner Operator's standard contract may not be terminated under this corrective process.
- (b)** In the event of minor traffic or Highway Code violations/citations, the assessment of discipline (if any) may be delayed upon request of the Owner-Operator pending the outcome of the Owner-Operators legal challenge to the ticket or citation. The investigative hearing shall be conducted nonetheless; however, the imposition of discipline will be delayed, pending the final determination of the Owner-Operator's appeal. This delay may only be granted if the Owner-Operator requests the delay within forty-eight (48) hours of receiving the ticket or citation, and then the delay will be granted for a maximum period of one (1) calendar year from the date of the issuance of the ticket or citation. The Owner-Operator must provide CNTL with a copy of the appeal documents and provide updates on hearing dates and outcomes when requested. Only one such request shall be granted to an Owner-Operator, under this provision or under Article 8.10 below, until the initial appeal is resolved; no second delay may be requested. Should the Owner-Operator fail to act within the prescribed time frame, or fail to provide CNTL with the appeal documents and/or updates when requested, CNTL will advise the Owner-Operator and the Union in writing and will then have seven (7) calendar days to assess the discipline deemed appropriate. Once the final appeal processes have been exhausted or one (1) year has elapsed, the Owner-Operator must advise the Driver Manager of the results, and CNTL will then have seven (7) calendar days to assess the discipline deemed appropriate.

Other Offence – Investigative Hearing Process

8.4

- (a)** Except where an issue is dealt with under the corrective process outlined in Article 8.3 above, CNTL will not impose a sanction or terminate a standard contract without cause and without first providing an opportunity for the Owner-Operator to respond to allegations of failure, unsatisfactory service, misconduct, breach of contract, safety violations or other serious matters through a fair and impartial investigative hearing.
- (b)** The Owner-Operator will be notified in writing of the charges pending against him or her and the time, date and location of the investigative hearing. The Owner-Operator will be given this notice forty-eight (48) hours prior to such investigative hearing. A copy of the notice will be sent to the Local Chairperson by email or other means at the same time.

NOTE: The intention is to provide the Union with timely notice, not to allow an Owner-Operator to avoid responsibility as a result of a technical breach of this provision. If an objection is raised as to alleged non-compliance with the notification provisions of Article 8, it shall be corrected by reissuance of the notice and the matter will proceed as originally contemplated by the collective agreement.

8.5 An Owner-Operator's standard contract may be suspended, without remuneration, pending the investigative hearing and ultimate decision in instances of serious acts of misconduct or gross violations of the terms and conditions of the standard contract. An Owner-Operator will not be held out of service for other than major offences, violations of the standard contract, safety, regulatory or customer service failures, after the completion of the investigative hearing pending a determination of sanction.

8.6 An Owner-Operator may, at his/her discretion, be assisted at the investigative hearing, by one or two duly accredited representatives of the Union.

8.7 The Owner-Operator and the Union shall be given a copy of all the evidence presented at the hearing (including recordings, computer or other communication downloads, photos, written statements from witnesses etc.), and a transcript of the investigative hearing, immediately upon the completion of the hearing. The Owner-operator and his/her representative will be asked to initial the pages of the transcript to signify accuracy of the transcript.

8.8 If an Owner-Operator does not present him/herself at the time and place indicated in the notice of investigative hearing, without reasonable grounds and the prior approval of CNTL, CNTL will proceed to render its decision based on the facts it has on hand. In such a case, the Local Chairperson will be provided with the evidence and documents the Company relied upon to make its decision.

8.9 Investigative hearings referred to above will be convened as soon as is practicable, but in any case no later than sixteen (16) calendar days after CNTL is made aware of the alleged offence. Owner-Operators accused of major offences will not be held out of service without compensation for longer than four (4) work days. If due to safety or other concerns, the Company exercises its right to continue to hold the Owner-Operators out of service pending the finalization of the disciplinary decision, the Owner-Operator will be compensated in accordance with the formula in Article 8.13.

8.10 Similarly to Article 8.3(c), in the event of certain serious Traffic/Highway Code violations or citations, the investigative hearing will be convened within the prescribed delays, but if requested by the Owner-Operator, the assessment of discipline (if any) can be delayed pending the outcome of the Owner-Operator's challenge to the ticket or citation. This delay may only be granted if the Owner-Operator requests the delay within forty-eight (48) hours of receiving the ticket or citation, and then the delay will be granted for a maximum period of one (1) calendar year from the date of the issuance of the ticket or citation. The Owner-Operator must provide CNTL with a copy of the appeal documents and provide updates on hearing dates and outcomes when requested. Only one such request shall be granted to an Owner-Operator under this provision or under Article 8 (3) c. Until the initial appeal is resolved, no second delay can be requested. Should the Owner-Operator fail to act within the prescribed time frame, or fail to provide CNTL with the appeal documents and/or updates when requested, CNTL will advise the Owner-Operator and the Union in writing and will then have seven (7) calendar days to assess the discipline deemed appropriate. Once the final appeal processes have been exhausted or one (1) year has elapsed, the Owner-Operator must advise the Driver Manager of the results, and CNTL will then have seven (7) calendar days to assess the discipline deemed appropriate.

8.11 Unless otherwise mutually agreed, in cases where a disciplinary assessment (demerit points, written reprimand, suspension or termination of the standard contract) is determined by CNTL to be

appropriate, the Owner-Operator will be notified of the sanction in writing, within twenty-one (21) calendar days of the completion of the investigative hearing (or supplementary hearing, if necessary). A copy of the notification will be provided to the Local Chairperson as well. If the Owner-Operator refuses delivery or is otherwise unavailable, notice will be deemed to have been given when a copy is provided to the Union. If the notice of discipline is not provided within twenty-one (21) days following the completion of the investigation process (or supplementary hearing, if necessary), discipline may not be assessed, except as otherwise mutually agreed.

8.12 If the Owner-Operator considers that the sanction assessed is unjust, an appeal may be made by the Union, commencing at the final step of the grievance procedure, within twenty-one (21) calendar days of the notice of sanction.

8.13 If an Owner-Operator is exonerated, he/she shall be made whole for the time held out of service, as per the formula found in Article 13.2 of the Collective Agreement. Should the Owner-Operator's truck have been out of service during the reference period, CNTL will base its calculations on the fifteen (15) day period immediately prior to the truck being out of service.

8.14 Notwithstanding any other provision of the collective agreement, the Parties acknowledge that the discipline process is meant to be progressive and is not a judicial or quasi-judicial procedure.

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

ARTICLE 9 ALLOCATION OF WORK

9.1 As a general principle and to the extent possible, work will be allotted to available Owner-Operators on the basis of first-in, first-out with reasonable exceptions which may include:

- (a)** The type of equipment, licenses or permits requirements necessary for the service required.
- (b)** The return of Owner-Operators from a foreign terminal point towards their home terminal.
- (c)** Where there is the opportunity to equalize work or miles and other Owner-Operators have been allotted reasonable work or run reasonable miles in the week.

NOTE: In circumstances where it is advantageous to do so, the first-in, first-out principle may be altered by local agreement between the terminal manager and the Local Chairperson.

9.2 Where practicable, assignment of starting time blocks and permanent runs, will be bid for and allotted on the basis of seniority. Where circumstances are amenable for the creation of such assigned

start times, permanent runs and work to and from the USA, it will be bulletined by email to the Owner-Operators at the terminal in January of each year. The Owner-Operators shall have a period of five (5) calendar days to submit their applications. The assignments, runs and work to and from the USA, will be awarded to the senior Owner-Operator possessing the requisite equipment, licenses, and or permits to perform the work, who has submitted an application in writing, prior to the closing date and time of the bulletin.

9.3 Nothing in this article or in any other article of this agreement shall be construed as requiring an Owner-Operator to work in violation of the applicable federal or provincial regulations governing hours of work.

9.4 When circumstances change and start times are changed by more than two (2) hours earlier or later than they were initially bulletined, or there is a change in the assigned rest day(s), the assignments may be re-bulletined if the Owner-Operator who held the affected assignment/run, no longer desires the new work schedule. That Owner-Operator shall 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 as a result of this provision, shall in turn be permitted to displace a junior Owner-Operator on a more desirable assignment or run, etc.

9.5 It is understood that the requirements of the assignment or run, in terms of equipment, licenses, and/or permits must be satisfied by the Owner-Operator seeking to displace a junior Owner-Operator.

9.6 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. The temporary assignment shall be awarded to the senior Owner-Operator desiring the assignment/run. Once the temporary assignment/run has elapsed, the Owner-Operator will revert to his/her former assignment/run.

ARTICLE 10 REPLACEMENT DRIVERS

10.1 A replacement driver is a person engaged and employed by an owner-operator to perform service for the Company in lieu and on behalf of the owner-operator, using such Owner-Operator's equipment. For the purposes of this agreement, a replacement driver is deemed to be an employee of the Owner-Operator. On any day while replacing the owner-operator, the replacement driver shall be assigned the same or similar work assignments and work hours as the owner-operator would have received that day provided the replacement driver is qualified in accordance with Company standards to perform the work being assigned.

10.2 Individual Owner-Operators will be required to designate a replacement driver(s) to perform service for the Company on behalf of the Owner-Operator using the Owner-Operator's equipment when the owner-operator is absent for any reason.

10.3 The replacement driver must be approved in advance by the Company. Such approval will not be unreasonably withheld. When the company requires replacement drivers to take a road test for any

reason, on the first two occasions the fee of the instructor performing that test shall be paid by the Company and thereafter the fees shall be paid by the Owner-Operator.

10.4 The Owner-Operator shall be responsible for the replacement driver's on-duty conduct and standard of performance.

However, where an incident is related to the conduct or performance of the replacement driver, and not to the directives provided by the Owner-Operator or a failure of his/her equipment, the following exceptions to the normal consequence for an Owner-Operator will apply:

- (a) The level of discipline assessed to the Owner-Operator will not progress the Owner-Operator's current discipline standing at the time of the incident.
- (b) For the purpose of calculating the safety bonus, the Owner-Operator will be granted one exception, attributable to the replacement driver, to the assessment against his/her safety record for each year of the collective agreement.
- (c) The conduct and performance of a replacement driver will not result in the termination of an Owner-Operator's standard contract, although, in the event of serious incidents, it may result in the disqualification of the replacement driver.

ARTICLE 11 SUB-CONTRACTING

11.1 The Company may, from time to time, sub-contract work to other parties as required. No permanent reduction in the number of Owner-Operators shall be made as a direct result of subcontracting work.

NOTE: Appendix I to this agreement will govern the manner in which trucking services may be subcontracted.

11.2

- (a) At the request of either party, a meeting will be held, from time to time, for the purpose of discussing possible ways and means of having sub-contracted work performed by Owner-Operators.
- (b) Where mutually agreed, the parties may amend the terms and conditions of this agreement to facilitate the performance of such work by Owner-Operators.

11.3 In the application of this article, the use of employees employed by the Company or its subsidiaries and represented by the Union shall not constitute sub-contracting.

11.4 The Company and the Union will meet quarterly each calendar year, or as mutually arranged, to discuss the Company's plans to sub-contract moves pursuant to the terms of Appendix 1 of this

collective agreement. Such meetings are to be convened between the Director, Trucking Operations CNTL and/or the identified designate and Regional and/or National Representative of the Union and/or designate. Following this meeting, if the Union believes that its rights under the collective agreement have been violated, it shall have twenty-one (21) days to initiate a grievance commencing at step 3 of the grievance procedure.

ARTICLE 12
PAYMENT FOR SERVICES AND EQUIPMENT

12.1 Intentionally left in blank.

12.2 Intentionally left in blank.

12.3 Intentionally left in blank.

12.4 In the event that an Owner-Operator is required by CNTL to operate on a temporary basis at an away from home terminal for a period in excess of 48 hours, the Owner-Operator will be provided with an \$80 all inclusive per diem for each twenty-four (24) hour period assigned to that away from home terminal.

12.5 The Company shall calculate, from trip sheets, logs, mileage and other operating records of the Company, the monies due and payable to the owner-operator and remit such monies to the Owner-Operator less any deductions as provided for in the standard contract between the Owner-Operator and the Company. Monies due and payable shall be calculated twice each calendar month, for the period covering the first to the fifteenth day, inclusive, and for the period covering the sixteenth day to the last day, inclusive, of the month. Remittances will be made within ten days of the end of each such period.

The Company shall be entitled to hold back or retain from any monies due the Owner-Operator for thirty days following the termination of the Owner-Operator's standard contract such monetary amounts as may be deemed sufficient to cover any deductions, assessments, accounts, claims or other demands whatsoever for which the owner-operator may be accountable to the Company or for which the Company may be held accountable therefore.

12.6 At terminals where the Company introduces a new communication system for owner-operators the following will apply:

(a) The Company will pay owner-operators at the wait time rate for time spent in Company initiated training on the new system and attendance shall be compulsory for owner-operators and replacement drivers.

(b) The choice of communication devices, the supplier of the communication service, and the method of payment shall be determined by the Company. Owner-Operators provided communication devices and communication services will be responsible for their care and maintenance from the date of installation in the truck in accordance with the conditions of the supplier and the Company.

- (c) The Company will pay for the lease cost or purchase cost of the communication equipment to be used by the Owner-Operator. The Company will be responsible for paying qualified persons for installation and normal maintenance of the communication equipment in the Owner-Operator's truck and for paying for its removal from the truck.
- (d) The use of the communication equipment in their truck shall be mandatory upon owner-operators. The Company shall retain ownership of the communication equipment but the owner-operator shall be required to utilize the equipment in accordance with company instructions and suppliers' specifications and conditions.
- (e) The Owner-Operator will be required to pay \$50/month for six months starting January 1, 2012 towards the cost of the new dispatch/reporting technology. Owner-Operators hired after January 1, 2012 will be required to make similar payments in the first six months following their contract start date.

Any damage caused to the Owner-Operator's tractor during the installation or as a result of the installation of new technology required by the Company, will be compensated by the Company. The Company shall not require installation of technology that would adversely affect the warranty of the Owner-Operator's tractor.

ARTICLE 13 BEREAVEMENT LEAVE

13.1 Upon the death of their spouse, child, or parent, Owner-Operators shall be entitled to five (5) working days' bereavement leave provided they have not less than three months' continuous contractual relationship as an Owner-Operator contracted with CNTL.

Upon the death of their grandchild, brother, sister, step-brother, step-sister, step-parent, father-in-law, mother-in-law or grandparent, Owner-Operators shall be entitled to three (3) working days' bereavement leave provided they have not less than three months' continuous contractual relationship as an Owner-Operator contracted with CNTL.

13.2 It is the intent of this article to provide for the granting of leave on the occasion of a death, as aforesaid, and for the payment of the regular wages of the replacement driver operating the truck during that period for which bereavement leave is granted to the Owner-Operator. Should there be no replacement driver utilized during any of the three working days, and the Owner-Operator's truck does not work one or more of those days, then an amount equivalent to the replacement driver's wages will be paid to the Owner-Operator. The daily formula to calculate the payment to the Owner-Operator will be based on the prior 15 day pay period divided by 15 times 40%.

NOTE: A CNTL Owner-Operator may postpone his/her bereavement leave to enable the CNTL Owner-Operator to attend memorial services that may take place after the time of death. When bonafide situations of this nature exist, the driver manager will give appropriate consideration to such request. When approval is granted for bereavement leave to be deferred to a later date, the payment referenced in Article 13.2 will be calculated using the 15 days immediately preceding the date of death.

13.3 “Spouse” is defined as the person who is legally married to the eligible employee and who is residing with or supported by the eligible employee, provided that, if there is no legally married spouse that is eligible, it means the person who qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the eligible employee.

**ARTICLE 14
DURATION OF AGREEMENT**

14.1 This Agreement shall remain in full force and effect until December 31, 2023, and thereafter, subject to a 120-day notice in writing by either party to this Agreement to revise, amend, or terminate it. Such notice may be served at any time subsequent to September 1, 2023 unless otherwise specified herein.

Signed at Montreal, Quebec this 16th day of September 2019.

FOR THE COMPANY

Douglas S. Fisher
for Kimberly Madigan
Senior Vice-President
Human Resources
For: Canadian National
Transportation Ltd.

FOR THE UNION

Dave Kissack
President
Unifor National Council 4000

APPENDIX 1

APPLICATION OF ARTICLE 1 IN RESPECT OF CONTRACTED TRUCKING

January 23, 2011

Barry Kennedy
President, Council 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

For the purpose of this Appendix 1, union represented drivers include Owner Operators and company employed tractor-trailer operators, operating company-owned or leased tractors governed by collective agreement between the Company and the Union.

For the purpose of this Appendix, the term "paid moves" refers to loads and empties in respect of which the company is required to provide bob-tailed moves or pick-up and/or delivery services either on a local or extended basis under the company's current Intermodal Marketing contracts. This will include all shipments contracted to CNTL.

The purpose of this Appendix is to ensure that union represented Owner Operators handle all of the company's paid moves as outlined in paragraph 2 above. As a general principle, work will not be contracted out, except when it is impossible to perform that work with the existing Owner Operators during peak periods. In any event, the number of sub-contracted moves will not exceed 10% of paid moves, over any 90-day period.

The company further commits that the number of Owner Operators at each terminal should be established so that each Owner Operator receives a minimum of 55 hours per week, 52 weeks per year. This may require occasional adjustments to the number of Owner Operators at each terminal. The CNTL Driver Manager or delegate and Local Union Shop Steward and/or Regional Representative will meet quarterly, at a minimum, to review the previous three months and discuss possible adjustments to the number of Owner Operators based on traffic volumes forecasted for the next three months. Such discussion shall occur before any changes are made, whether adjustments are to increase or decrease the number of Owner Operators at a given terminal. Peak business will be managed by supplementing the Owner Operator fleet with sub-contractors.

On days when sub-contractors are working, they will be sent home first, and will not be dispatched provided an Owner Operator is present and available to do the work, provided such does not impede CNTL's ability to meet immediate customer expectations.

The Company acknowledges that it has a responsibility to endeavour to contract and retain sufficient Owner Operators to meet its obligations set out in this appendix.

Yours truly,

Pierre Arsenault
General Manager, CNTL

APPENDIX 2

August 22, 1998

Mr. Rick Johnston
President Council 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
545 Crémazie Boulevard East, 15th Floor
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

During discussions at national negotiations, the Company and the Union reviewed the use of CNTL owner-operators to preload for other CNTL owner-operators at the terminal in order to reduce wait time for CNTL owner-operators. While no specific arrangement was entered into, the parties did agree that matters such as this would best be handled locally. Both parties recognized that reducing wait time for CNTL owner-operators was in the interest of everyone and we discussed how best to approach the problem.

Where the parties agree on a terminal basis to establish a mandated committee, it is understood that the purpose of such committee(s) is to jointly attempt to find genuine solutions to the wait time problem.

Yours truly,

Ian Kelland
Director Road Operations

APPENDIX 3

September 16, 2019

Dave Kissack
President
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack:

During discussions at national negotiations, the Company and the Union reviewed the various methods of calculating mileage distances presently practiced at the various terminals. We agreed that these distances should be calculated and standardized on a fair and accurate basis.

In order to accomplish this objective, we have agreed to establish a local committee at each terminal composed of the CNTL Driver Manager or delegate and Local Chairperson and/or Regional representative to confirm the mileages involved and to establish proper mileage tables. The committees will be governed by the following principles:

In response to the Union's proposal, PC Miler Most Practical Route Version 31 shall be the database used for each terminal for the duration of the renewed collective agreement.

- Distances for highway runs will be computed from a point in the centre of each zone and extended zone.
- The committees will be empowered to find solutions to unusual or special situations where PC Miler "most practical route" current version does not provide a fair and accurate mileage measurement.
- No change will be made to the existing mileage calculations at a terminal until mutually agreed by the local committee representatives. In the event of the committee failing to agree, the dispute(s) may be referred to binding arbitration by either the General Manager, CNTL or the President of Unifor Council 4000 utilizing the existing arbitration procedures of the collective agreement to set the disputed rate(s).

Yours truly,

Thomas Hennig
Director Trucking Operations , CNTL

APPENDIX 4

February 1, 2001

Mr. Rick Johnston
President, Council 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
545 Crémazie Boulevard East, 15th Floor
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

During negotiations leading to renewal of the owner-operator collective agreement, the Company served a proposal which would expand the duties of owner-operators and allow them to perform shunting, preloading, and other functions in Intermodal yards not directly connected with the simple pick up and drop off of their equipment.

The Company noted that there are a number of specific practices and agreements currently in effect, at certain locations, which reflect such expanded assignments

The Union, for its part, declined this proposal, viewing that all such assignments in the Intermodal yards were properly the work of Intermodal employees.

In order to achieve final settlement, the Company withdrew its demand, and the parties agreed for the duration of the collective agreement:

1. That current mutually recognized local practices and agreements would remain in place; and
2. That there would be no expansion of work assigned to owner-operators in Intermodal yards beyond the situations expressed in item 1 except by mutual written agreement with the President of Council 4000.

Yours truly,

Ian Kelland
Director, Road Operations

APPENDIX 5

February 1, 2001

Mr. Rick Johnston
President, Council 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
545 Crémazie Boulevard East, 15th Floor
Montreal, Quebec H2M 2V1

Dear Sir:

During the discussions concerning the renewal of the owner-operator collective agreement, the Union tabled demands seeking language related to discrimination and harassment in the workplace.

The Company appreciates the Union's motivation and therefore proposes adding a new Article 1.6 of the collective agreement as full and final settlement of the Union demand #U5.

However, the Company has a concern based on our experience, that certain persons misunderstand the legal concepts of harassment and or/discrimination. In order to avoid any confusion, the Company and the Union agree that the actions of a lead hand, Dispatch Coordinator, Manager Road Operations, supervisor or other management employee in telling an owner-operator "to get back to work" or to perform their job duties, does not, in and of itself, constitute harassment or discrimination.

The revised Article 1.6 of the owner-operator collective agreement will read:

1.6

- (a) It is agreed by the Company and the Union that there shall be no discrimination or harassment towards an owner-operator based on the owner-operator's age, marital status, race, colour, national or ethnic origin, political or religious affiliation, sex, family status, pregnancy, disability, union membership or sexual orientation.
- (b) It is agreed that the terms *discrimination* and *harassment* as used in this Article, shall be as defined and interpreted in the Canada Human Rights Act.

Yours truly,

I concur.

Richard J. Dixon
Vice-President
Labour Relations and
Employment Legislation

Rick Johnston
President, Council 4000

APPENDIX 6

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack,

This is in response to the Union's proposal on member orientation for newly engaged Owner-Operators.

CNTL would welcome the participation of a designated Union Representative during the introduction of new Owner-Operators. The Union's request for a designated Union Representative to be invited to meet with new Owner-Operators contracted by CNTL will be factored into our training and orientation process. A designated Union Representative will be permitted to address new members of the bargaining unit, and shall be afforded a period of up to thirty (30) minutes to make presentations and answer questions. Leave will be granted to a designated Union Representative to participate in these sessions without loss of pay. Where the designated Union Representative is a CNTL Owner-Operator, the CNTL Owner-Operator will be paid wait time rate for up to 30 minutes.

At the orientation session, the newly contracted Owner-Operator shall be provided with a copy of the collective agreement, standard contract and appendices, all Company manuals and applicable policies, including the harassment policy.

Yours truly,

Thomas Hennig
Director Director Trucking Operations
Domestic

I CONCUR

David Kissack
President
Unifor Council 4000

APPENDIX 7

February 23, 2015

Barry Kennedy
President, Unifor Council 4000
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

This letter confirms that there will be no changes to the current fuel subsidy to the Owner Operators. The current methods and calculations regarding the fuel subsidies will remain in effect during the life of this collective agreement.

If this reflects our understanding please countersign below to indicate your concurrence.

Yours truly,

I concur:

Mark Lerner
Assistant Vice-President
Domestic

Barry Kennedy
President
Unifor Council 4000

APPENDIX 8

Former Appendix 8 deleted as a result of negotiated settlement January 23, 2011.

APPENDIX 9

January 23, 2011

Barry Kennedy
President, Council 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

This is in regards to the Union's demands related to the use of Highway 407 in the Greater Toronto Area and the application of Article 3.03 (8) of the Standard Contract related to Highway 407 user fees and related charges, or other charges subject to being reclaimed by the Company.

The Company commits that before it exercises its rights under Article 3.03 (8) it shall advise the Union of the actions to be taken and will give the implicated Owner-Operator(s) thirty (30) calendar days advance notification that monies shall be withheld. The Company will at the time of notification, provide to the Union and the Owner-Operator full disclosure of the reasons and amounts of monies to be withheld.

Furthermore, the parties agreed that the potential use of Highway 407 will be explored with the intent to find ways to address this mutual benefit, within 60 days following the ratification of the collective agreement.

If this reflects our understanding please countersign below to indicate your concurrence.

Yours truly,

I concur:

Pierre Arsenault
General Manager, CNTL

Barry Kennedy
President, CAW Council 4000

APPENDIX 10

January 14, 2007

Mr. R. Fitzgerald
President CAW Council 4000
65 Front Street West, Suite 290
Toronto, ON M5J 1E6

Dear Mr. Fitzgerald,

As a means of addressing the parties mutual concerns related to the operation of two chassis operated in tandem at all terminals, with the exception of Toronto, the existing zone rates would be augmented by five dollars per zone for zone-rated moves and by \$0.13 (thirteen cents) per mile for mileage-rated moves.

For Toronto, "B" trains rates will be \$1.25 / mile empty and \$1.35 / mile loaded, without any additional heavy weight premiums.

Yours truly,

James Cairns
Assistant Vice-President IMX

I concur;

Robert Fitzgerald
President Council 4000

APPENDIX 11

January 14, 2007

Mr. R. Fitzgerald
President CAW Council 4000
65 Front Street West, Suite 290
Toronto, ON M5J 1E6

Dear Mr. Fitzgerald,

In order to assist in the potential expansion of CNTL transborder services into the United States, all new hires in Canada must be qualified and eligible, and remain so, to perform any cross border trucking assignments. These new hires must accept any and all U.S. dispatches. Failure to do so will result in termination of the Standard Contract and their names will be removed from the seniority list.

The opportunity for U.S. work will be bulletined to the owner-operators at the terminal for a period of fifteen (15) days.

Owner operators will be permitted to use replacement drivers while completing the requirements to drive in the U.S.

Yours truly,

James Cairns
Assistant Vice-President IMX

APPENDIX 12

Former Appendix 12 deleted as a result of negotiated settlement January 23, 2011.

APPENDIX 13

January 23, 2011

Barry Kennedy
President, Council 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

CNTL will grand-father the right of the Owner Operators who presently have more than one truck operating under the Standard Contract to maintain their current number of trucks. When trucks reach the end of their life under the Standard Contract, this grand-father protection will cease.

The Company will provide the Union with a list of Owner Operators grand-fathered, within 30 days of ratification of the collective agreement.

Moving forward, the practice of operating multiple trucks per Owner Operator under one Standard Contract will no longer be tolerated.

Yours truly,

I concur:

Pierre Arsenault
General Manager, CNTL

Barry Kennedy
President, CAW Council 4000

APPENDIX 14

February 23, 2015

Barry Kennedy
President, Unifor Council 4000
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

This has reference to our discussions concerning the use of the Electronic Grievance Tracking System (GTS) for the submission of all grievances under the CNTL Owner-Operator Collective Agreement. The benefits of the GTS are as follows but not limited to:

1. Real time filing and responses to grievances.
2. Electronic tracking by both the Company and Union of all (outstanding) grievances and (outstanding) responses.

Cost savings of postage, paper, envelopes, photocopies, toner and fax related phone line costs.

Based on our discussions during bargaining, the Union has agreed to implement GTS on a permanent system basis effective January 1, 2015 .

Yours truly,

I concur:

Mark Lerner
Assistant Vice-President
Domestic

Barry Kennedy
President
Unifor Council 4000

APPENDIX 15

February 23, 2015

Barry Kennedy
President, Unifor Council 4000
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

The parties confirm that all Owner-Operators should be addressing issues related to Health and Safety in a timely fashion with their local driver manager.

While Owner-Operators in each region have regular meetings with management to discuss all Health and Safety issues that are specific to Owner-Operators, it is understood that benefits may be gained by the inclusion of a CNTL Owner-Operator representative at Intermodal Health and Safety meetings. At those locations where a Health and Safety Committee exists, that is related exclusively to Intermodal operations (Vancouver, Brampton and Montreal), the inclusion of a CNTL Owner-Operator representative is encouraged. Where no specific Intermodal Health and Safety Committee exists, issues related to Health and Safety should be raised with the local driver managers.

Any unresolved issues relating to Health and Safety at the local level may be escalated by the President of Unifor Council 4000 to the proper authority of the Company. If an issue remains unsettled, it could be brought to, thereafter, to the attention of the Vice-President, Intermodal.

Yours truly,

Mark Lerner
Assistant Vice-President
Domestic

APPENDIX 16

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack,

In situations where there may be sufficient additional work that is normally performed by members of the bargaining unit, and no regularly-assigned Owner-Operators are otherwise available to perform the work, in order to address the Union's concerns about outside carters, and to provide additional revenue opportunities to its members, the following shall apply:

When Owner-Operators are desirous of working second shifts, they shall make their interests known to the local Driver Manager. Each terminal shall advise Owner-Operators of the potential for 2nd shifts by the fifteenth (15) day of the month for the following month. By the end of the day on the twenty-fifth (25) of the month, the Owner-Operators desiring the opportunity to work a second shift, shall make their interest known to the Driver Manager in the manner prescribed locally. Commencing on the 1st day of the month, those Owner-Operators who have made their interests known as outlined above, they will be canvassed in seniority order for the 2nd shift opportunity. When an Owner-Operator has worked, or declined a second shift, his/her name will fall to the bottom of the calling roster.

The opportunity for a second shift does not in any way relieve the Owner-Operator of the obligation to ensure that his/her truck is operated in accordance with the governing legislations and regulations.

The refusal of an Owner-Operator to accept a voluntary offer of a second shift, will only result in his/her name being moved to the bottom of the calling roster.

Owner-Operators who are inadvertently missed on a call, shall be placed at the top of the call roster as a remedy in kind, as locally agreed.

It is understood that these guidelines may be adapted as locally agreed to address local operational and service practicalities.

I trust this addresses your concerns.

Yours truly,

Thomas Hennig
Director, Trucking Operations CNTL

APPENDIX 17

February 23, 2015

Barry Kennedy
President, Unifor Council 4000
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

During the collective bargaining for the renewal of the CNTL Owner-Operator Collective Agreement, the Union served a proposal concerning the printing of the collective agreements.

This will confirm that the Company and the Union will arrange to meet subsequent to the ratification of the collective agreement changes resulting from a Memorandum of Settlement. Following the collective agreement rewrite review, the Company will undertake the printing of the new collective agreements and provide sufficient copies to the Union and each CNTL Owner-Operator. The Company will additionally provide the Union with an electronic copy of the revised collective agreement.

It is expected that the printing of the new agreements will be finalized within 90 days of the Company and Union agreeing to the contract language changes required.

Yours truly,

Mark Lerner
Assistant Vice-President
Domestic

APPENDIX 18

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack,

Within sixty days (60) of ratification of the collective agreement, the Company will provide each Owner-Operator with a revised copy of the Standard Contract and Schedules A, B and C and the Owner-Operators will be required to sign and return the standard contract within thirty (30) calendar days or their name will be removed from the seniority list and they will no longer be engaged under the terms of the collective agreement or the standard contract. Each January, whether or not there are any changes to Schedule B flowing from the agreement of the Parties, a current version showing the calendar year for which it will be in effect, will be provided to each Owner-Operator and to the designated representatives of the Union.

Yours truly,

Thomas Hennig
Director, Trucking Operations CNTL

APPENDIX 19

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack,

This is to confirm that only those provisions specifically identified within the provisions of the collective agreement, as being subject to modification by local agreement, may be amended pursuant to agreement by the Local Chairperson of the Union and the local manager of the Company. Only those provisions specifically identified as being amendable by mutual agreement, may be amended pursuant to agreement by the senior National and/or Regional (elected) representative of the Union and the Director of Trucking Operations CNTL.

No other modifications may be made except by concurrence of the Sr. Director Labour Relations and the President Unifor National Council 4000.

It is agreed that all local and mutual agreements must be in writing. Any such agreements not currently captured in writing shall become null and void thirty (30) days after ratification if they are not renewed in written form and countersigned by the appropriate representatives of the Parties. Furthermore, any local or mutual agreement that does not contain a clear cancellation clause, shall be deemed to incorporate a thirty day (30) advance notice, cancellation clause.

Notwithstanding any other agreement to the contrary, it is agreed that any reinstatement of an Owner-Operator in settlement of a grievance or complaint, with or without conditions, must be in writing and approved and countersigned by the designated representative of the Union and the Director Trucking Operations CNTL. Failing their agreement and execution of the reinstatement agreement, it will be null and void. This provision will take effect immediately after ratification.

Yours truly,

Thomas Hennig
Director, Trucking Operations CNTL

APPENDIX 20

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack

This is with reference to the concerns raised about an incapacitating medical event, making it impossible for an Owner-Operator to fulfill his/her obligations under the Standard Contract with CNTL.

While the obligations are clear, we also understand that there may arise unexpected medical emergencies, which can prevent an Owner-Operator from fulfilling said obligations.

To address your concerns, we agree to the following:

Should a medical emergency arise that prevents an Owner-Operator from providing services as required by the Standard Contract, he/she may be granted a temporary exemption from those obligations under Schedule C –DISPATCH, items (5) and (6). The Owner-Operator must advise Dispatch and/or the Driver Manager at the earliest possible moment of the nature of the medical emergency, the expected duration of the incapacity, and a medical note from an attending physician stating that the Owner-Operator is not medically able to safely perform his/her duties, as well as the expected duration of the incapacity.

Unless the Owner-Operator is incapable of attending to his/her affairs due to incapacity, he/she will be granted a maximum period of thirty (30) calendar days to provide an acceptable replacement to fulfill his/her obligations, under the Standard Contract during the period of recovery. The maximum period may be extended for exceptional circumstances by mutual agreement.

The Owner-Operator is required to provide these documents without delay to the Driver Manager. Failure to do so may result in the termination of the Standard Contract.

If this represents our agreement, please countersign below signifying your concurrence.

Yours truly,

Thomas Hennig
Director, Trucking Operations CNTL

I Concur,

Unifor National Council 4000

APPENDIX 21

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack

This is in response to the Union's proposal regarding Scheduled Maintenance Time.

Each Owner-Operator may be granted two, one-week (7 calendar days) periods free from the dispatch obligations of the Standard Contract. These periods will be granted in seniority order within the terminal. The Owner-Operator is under no obligation to take such time but nonetheless is required to ensure his/her truck is roadworthy, at all times when required for service.

Terminal bids will be conducted in the first two (2) weeks of each year, and Owner-Operators, in seniority order will select from the available time periods available for such down time (as determined by the local Driver Manager) either a two week period or two one-week periods to be relieved from the dispatch obligations of the Standard Contract.

In addition, the Parties agree that the provision in Appendix 1, capping the number of sub-contracted moves will not exceed 10%, is amended to permit an increase to the cap for each Owner-Operator who utilizes the above scheduled maintenance time periods, on a one for one basis over and above the 10%.

If this represents our agreement, please countersign below signifying your concurrence.

Yours truly,

I Concur,

Thomas Hennig
Director, Trucking Operations CNTL

Unifor National Council 4000

APPENDIX 22

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack,

This is in response to the Union's proposal regarding potential health and safety issues.

In resolution of your demand, the Company is willing to convene national level meetings, with up to three (3) designated CNTL Owner-Operator representatives of the Union, and the Senior Regional Representative Union responsible for servicing the Owner-Operators to discuss and review unresolved local issues or issues of a national interest on a twice yearly basis.

Additionally, this Senior Regional Representative will be a delegate to represent your members' interests at the parent railway's Senior Advisory Committee on Health and Safety regular meetings.

It is understood and agreed to by both parties that this agreement is without prejudice to our respective positions regarding the applicability of Part II of the Canada Labour Code to dependent contractors. It is also agreed that this letter may not be referred to or introduced by either side in any proceedings or hearings, without the expressed written consent of the other party.

I trust this addresses your concerns.

Yours truly,

Thomas Hennig
Director, Trucking Operations CNTL

APPENDIX 23

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack

This is in response to the concerns raised by the Union pertaining to dispatch services.

The Company reiterated its commitment to ensure the best possible dispatching and coordination of its operations, however, there are times when challenges arise that impact this objective.

That said, the Company recognizes the value of Owner-Operators' input in the dispatch process and thus, we welcome the opportunity to discuss possible improvements.

Therefore, a quarterly conference call with the Union's representatives will be convened to allow your concerns to be raised directly with the proper Company Officers. This call will occur, to the extent practicable, on the first Thursday in January, April, July, and October of each year.

If this represents our agreement, please countersign below signifying your concurrence.

Yours truly,

I Concur,

Thomas Hennig
Director, Trucking Operations CNTL

Unifor National Council 4000

APPENDIX 24

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack

The Company and the Union agree that "Schedule B" will be amended to reflect when the Owner-Operator has otherwise satisfied the eligibility requirements for a Safety Bonus, it will hereafter be paid on a pro-rata basis according to this eligibility criteria:

- Owner-Operator drives more than 70% of the allocated work assignments, 100% of the Safety Bonus as illustrated in "Schedule B" will be paid.
- Owner-Operator drives less than 70% of the allocated work assignments, the Safety Bonus will be paid on a linear basis from 0% - 69% based on the assignments worked.

It is agreed that time on leave for union duty will be recognized in the calculation to determine eligibility of the Safety Bonus.

For example: Tractor utilized for 237 days for dispatch for the year. Owner-Operator (Local Chairperson) assigned to union duty for 37 days for the year. Therefore, the calculations to determine the eligibility for 100% Safety Bonus "more than 70%" would require the Owner-Operator to work at least 140 days for dispatch for the year. $(237-37) \times 70\% = 140$

Fuel Conservation Allowance:

If the Owner-Operator's total comprehensive fuel consumption (as measured in miles per gallon) is reduced by 1% on average over the previous calendar year, the Owner-Operator shall be granted a \$500 fuel conservation allowance payable at the time of the Safety Bonus.

In order to ensure all Owner-Operators are aware of their progress or lack thereof, a monthly terminal snapshot will be provided to the Local Chairperson. The bonus will be awarded based on the average fuel consumption at December 31st of the year relative to the average on December 31st of the previous year.

If this represents our agreement, please countersign below signifying your concurrence.

Yours truly,

I Concur,

Thomas Hennig
Director, Trucking Operations CNTL

Unifor National Council 4000

APPENDIX 25

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack,

Pursuant to Schedule "C" of the Standard Contract, when an Owner-Operator is requested to clean a container, he/she shall be granted a payment of \$15.00 for such incidental work. The Owner-Operator will be required to submit a digital image with a date/time watermark of the container before cleaning, to show the need, and another after the cleaning to support the claim.

Yours truly,

Thomas Hennig
Director, Trucking Operations CNTL

APPENDIX 26

September 12, 2019

Dave Kissack
President,
Unifor National Council 4000
202a-275 Broadway Avenue
Winnipeg, Manitoba
R3C 4M6

Dear Mr. Kissack,

An Owner-Operator may seek an extension to the fifteen (15) year maximum truck age for up to an additional two (2) years, subject to satisfying the Company's inspection at the end of the fifteenth (15th) year and at the end of sixteenth (16th) year. The inspection must be conducted each year at an inspection center designated by the Company, mutually agreed to by the Parties.

The fuel tank faring package in the specification will be modified to allow a half length fuel tank cover with an optional rubber bottom.

Owner-Operators may post a Union sticker (not larger than 6" x 6") on the cab of the tractor, below the door handle and in manner that does not obstruct in anyway the CNTL branding.

Yours truly,

Thomas Hennig
Director, Trucking Operations CNTL