



ATTENTION: TO ALL UNIFOR CNTL OWNER-OPERATORS

RE: The Use of Day Cabs for CNTL Owner-Operator Work

The Union learned over the past few years that CNTL was permitting CNTL Owner-Operators, somewhat arbitrarily, to purchase or lease day cabs. The Union immediately expressed our concerns over this news. It was not our intention to advocate against those members wanting to purchase or lease a day cab instead of a highway tractor, but this permission by the Company represents a clear violation of both the collective agreement and the standard contract that every CNTL Owner-Operators is signatory to.

We predicted there would be a number of issues that would lead to problems that we would not be able to properly address, including by way of the grievance procedure. These problems that the Union predicted are becoming a reality.

Purchasing or Leasing Day Cabs

CNTL Owner-Operators are contracted by CNTL to provide transportation service, which is the transport of cargo shipped in intermodal cargo containers in the context of CN's intermodal business. Members are responsible for pick-up and delivery of these containers nationwide between CN's Intermodal Terminals and customer locations, which includes moves that are made on highways. Clause 2.12 of the standard contract states:

When an owner-operator replaces his/her truck, then the replacement truck must be suitable for use on both highway and zone moves and will be used on both **as dispatched by the Company**.

Further to this, Article 1.2 of the collective agreement states:

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*.

Schedule 'B' of the standard contract includes reference to the specific rates of pay that are paid to members when dispatched on both zone and highway moves. Its stipulates per mile payments when performing Mileage Rated Operations on the highway, and Off Line Moves when an additional round trip stop is made off a Highway move.

Highway work is clearly enshrined in the standard contract and is part of the “transportation service” that CNTL Owner-Operators are contracted to perform. This is why both the standard contract and the collective agreement require that owner-operators are to make available for this transportation service, a **single highway tractor**. Neither the standard contract nor the collective agreement stipulate anywhere the use of day cabs being used in the performance of the transportation service.

The Company should not have permitted any members to purchase or lease day cabs given it is a violation of both contracts. Furthermore, no member can remove themselves from performing highway work, as it is part of the obligations of the contractor’s that they agreed to when they sign the standard contract.

Sending Day Cabs on the Highway

To correct any member who believes the Union is the party forcing CNTL members with day cabs to run highway moves, this is not true! The Union has no say or control over who gets dispatched on either city or highway moves.

The Union held discussions with the Company when we first started hearing the news of them permitting the use of day cabs. We expressed our concerns that neither the standard contract or collective agreement provide for members to use day cabs in the transportation service, and that allowing such would certainly lead to problems over time, primarily seniority issues and that members would believe that this would preclude them from performing highway work. At that time, the Company made a point in saying that those members who were permitted to run day cabs would not be exempt from being dispatched on highway moves.

Members have a responsibility to understand the provisions of the contract that they signed. As explained above, highway work is clearly enshrined in the standard contract and thus why a **single highway tractor** is what is mandated in performing transportation service by owner-operators. Contracts cannot be circumvented in such a manner.

In the interim, you should be addressing these matters with the CNTL Driver Manager and ask why they ignored the terms of the standard contract or collective agreement that is now causing you these concerns and problems.

In Solidarity,



President
Unifor National Council 4000