

MEMORANDUM OF SETTLEMENT

Dated

February 23, 2015

Between

CANADIAN NATIONAL TRANSPORTATION LIMITED (CNTL)

And

UNIFOR - COUNCIL 4000

RE:

Application of collective agreement changes  
for Owner-Operators covering the  
Years 2015, 2016, 2017 & 2018 as indicated herein.

The Company reserves the right to add to, revise, modify, substitute, amend, or withdraw any of the following, at its sole discretion. Any settlement or agreement reached on any item or items is conditional upon the conclusion of a global, total, and comprehensive memorandum of settlement, which has been ratified. The Company reserves the right to withdraw its agreement on any item or items, without prejudice, until such time as a final agreement is ratified.

1. Term of Contract

The collective agreement covering CNTL Owner-Operators contracted to CNTL and represented by Unifor shall remain in force for a 4 year and 3 month term, commencing January 1, 2015 and ending March 31, 2019.

2. Compensation

Effective the second regular payment period following ratification, a \$0.50 per hour increase to wait time and shunt rates and a \$1.00 increase to zone rates and 3% increase to highway rates.

Effective January 1, 2016, wait time rates and shunt rates will be increased by \$.50 per hour and zone rates and highway move rates will be increased by 2.0%.

Effective January 1, 2017, wait time rates and shunt rates will be increased by \$1.00 per hour and zone rates and highway move rates will be increased by 1.75%.

Effective January 1, 2018, zone rates and highway move rates will be increased by 1.5%.

3. Orientation

The Union's demand related to member orientation will be addressed by the letter under Attachment A.

4. Harassment

The Union's demand regarding harassment, bullying and violence will be addressed by the letter under Attachment B.

5. Review data and Insurance

Hours of work will be submitted on a weekly basis, by email, to the Regional Representative or Local Chairperson of the Union.

At the time of insurance renewal, update insurance documents will be distributed to all Owner-Operators.

6. Notice Board

The Union's demand regarding notice boards at all terminals, for the purpose of providing various union notices, is resolved on the basis of the letter attached as Attachment C.

7. Grievance and Arbitration Procedure

The parties agree to replace paragraphs 5.1 to 5.11 with the current language of Schedule 1 of the current collective agreement.

Appendix 14 with respect to implementation of the Grievance Tracking System (GTS) will be amended to reflect the aforementioned changes to Article 5 and is resolved on the basis of Attachment D.

8. Probationary period

Amend paragraph 6.1 of Article 6 to reflect the following:

Owner-Operators shall be considered as on probation until they have completed ninety (90) days of actual service under contract to the Company. If found unsuitable during such period, the Owner-Operator will not be retained. This shall not deny an Owner-Operator of the right to appeal the matter in the grievance procedure.

9. Loss of seniority

Delete and replace paragraph 7.10 (h) and its Note by the following:

If the vehicle does not meet the CNTL truck specifications as agreed between the parties on July 18, 2014.

10. Investigations and Corrective Action

Amend paragraph 8.4 (a) of Article 8 to reflect the following:

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.

11. Allocation of work

Amend paragraph 9.2 of Article 9 to reflect the following:

9.2 Where in effect, assignment of starting time blocks and permanent runs will be bid for and allotted on the basis of seniority. Where in effect, starting time blocks, permanent runs and US work will be bulletined by email message to the Owner-Operators at the terminal each January. The Owner-Operators will have a period of five calendar days to submit their applications and the assignments will be awarded to the senior CNTL Owner-Operator possessing the requisite equipment, licenses and permits who submit a written bid prior to the closing date of the bulletin.

12. Replacement Drivers

The Union's demand concerning Replacement Drivers is resolved on the basis of amending paragraph 10.4 of Article 10 to read as follows:

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 for by the Owner-Operator or failure of his

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 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.

### 13. Health and Safety

The Union's demand concerning Health & Safety is resolved on the basis of the letter attached as Attachment E.

### 14. Printing of Agreements

The Union's demand in regard to the printing of new agreements is resolved on the basis of the letter attached as Attachment F.

### 15. Bereavement Leave

The Union's demand concerning postponement of bereavement leave is resolved on the basis of amending Article 13 to include a Note after Article 13.2 which reads as follows:

"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 bona fide 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."

### 16. Definition of Shunting

The Union's demand in regard to the definition of shunting is resolved on the basis of the letter attached as Attachment G.

### 17. Double Shifting

The Union's demand to address the issue of double shifting trucks is resolved on the basis of the letter attached as Attachment H.

18. Specification CNTL trucks

The issue dealing with the specification of CNTL trucks is resolved on the basis that the letter dated July 18, 2014, concerning the CNTL truck specifications will be placed in this Memorandum of Settlement as Attachment I and shall not form part of, or be interpreted as part of the collective agreement.

19. Housekeeping items

The parties agree to the changes in union name, acronyms and union titles to articles 1.1, 1.6, 1.5, 1.11, 5.4, 5.5, 7.3, 8.3 (iv), 8.4 9 (b), Note to article 9.1 (b) and Appendix 3 respectively

20. Fuel Adjustment Formula

The Company's proposal to amend the Fuel Adjustment Formula of the Standard Contract is resolved on the basis of Attachment J.

21. Article 7 – Seniority

The issue dealing with Article 7.10(c) is resolved on the basis of the letter attached as Attachment K.

22. General

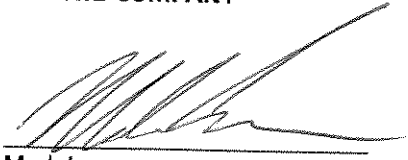
Amend Article 14.1 of the collective agreement to read as follows:

The Agreement shall remain in full force and effect until March 31, 2019, 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 as of December 1, 2018, unless otherwise specified herein.


The foregoing changes are in full and final settlement of all requests served by either party signatory hereto on or subsequent to September 2014.

This Memorandum of Settlement is subject to ratification by the Union and the Company and the provisions herein shall become effective on the first day of the month following such ratification. The Union negotiating committee will use its best efforts to recommend ratification of this agreement based on the terms and conditions specified herein.

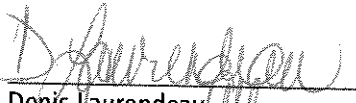
**FOR THE COMPANY**



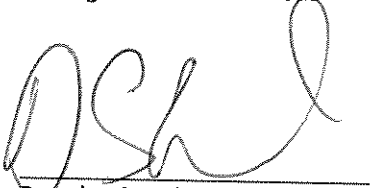
Mark Lerner  
Assistant Vice-President, Domestic



Ross Bateman  
Director Labour Relations



Denis Laurendeau  
Manager, Labour Relations

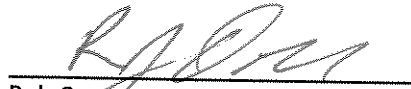


Douglas S. Fisher  
Senior Director, Labour Relations and  
Strategy

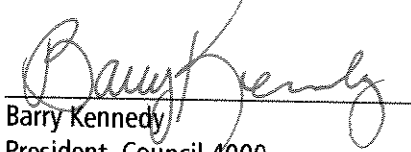


Martyn L. Peterson  
Manager, Truck Operations

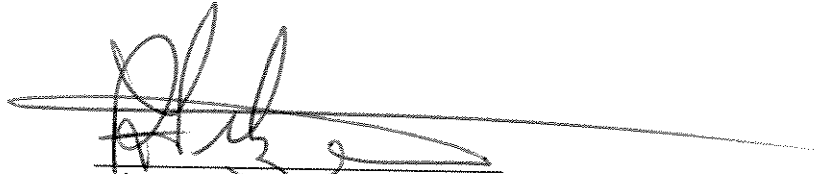
**FOR THE UNION**



Bob Orr  
Assistant to the President, UNIFOR



Barry Kennedy  
President, Council 4000



Robert Fitzgerald  
National Representative



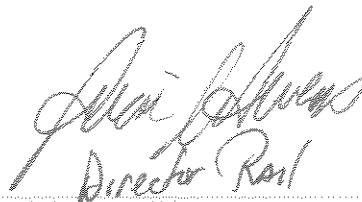
Wesley Gajda  
Regional Representative CNTL



Gurjinder (Ricky) Brar  
Chief Shop Steward  
Local 4001



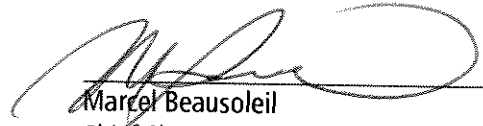
Pauline Fondeur  
Chief Shop Steward  
Local 4002



Alan Johnson  
Director Rail


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Ranbir Bhatti  
Chief Shop Steward  
Local 4003



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Marcel Beausoleil  
Chief Shop Steward  
Local 4004



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Steven Harding  
Chief Shop Steward  
Local 4005

February 23, 2015

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

Dear Mr. Kennedy,

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

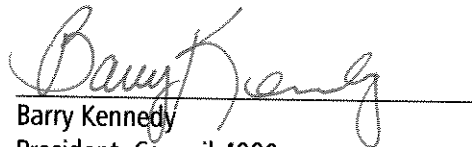
CNTL would welcome the participation of a designated union representative during the induction of new Owner-Operators. The Union's request for a designated union representative to be invited to meet with new Owner-Operators contracted by CNTL will be factored into our training and orientation process. 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.

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic

I CONCUR:



Barry Kennedy  
President, Council 4000



**This letter will not form part of the Collective Agreement**

February 23, 2015

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

Dear Mr. Kennedy,

This is with regards to the Union's demands regarding harassment, bullying and violence in the workplace. CNTL shares the Union's desire to ensure a safe and secure work environment where all have equal opportunity to achieve their full potential and perform their job duties without discrimination, bullying, harassment or violence. To that end, within ninety (90) days following ratification, CNTL will provide the President of Unifor Council 4000 with a draft anti-harassment policy for review and comments. The Union's comments will be given due consideration before the policy is finalized and put into effect.

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic

**This letter will not form part of the Collective Agreement**

February 23, 2015

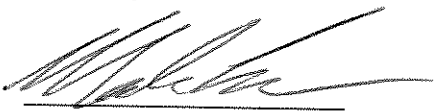
Barry Kennedy  
President, Unifor Council 4000  
14923 107 Avenue  
Edmonton, Alberta  
T5P 0X8

Dear Mr. Kennedy,

During the collective bargaining for the renewal of CNTL Owner-Operator Collective Agreement, the Union served a proposal for the Company to provide notice boards in all terminals for the posting of various Union notices for the viewing of Owner-Operators. The Company advised that its' internal communications to Owner-Operators are issued by email or Blackberry communication. Consequently, it was the Company's view that notice boards would not be a practical solution to having union notifications issued to their membership.

However, the Company agrees to provide the Union's Regional Representative and the Local Chairperson(s) at each terminal with the current email addresses of Owner-Operators that the Company has on record, on a semi annual basis in January and July of each year.

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic

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 CNTL Owner-Operator. 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.
- 3) Cost savings of postage, paper, envelopes, photocopies, toner and fax related phone line costs.

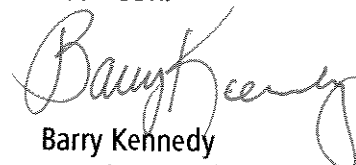
Based on our discussions during bargaining, the Union has agreed to implement GTS on a permanent system basis effective January 1, 2015.

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic

I CONCUR.



Barry Kennedy  
President, Unifor Council 4000

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 the 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 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 & 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, Unifor Council 4000, to the proper authority of the Company. If an issue remains unsettled, it could be brought, thereafter, to the attention of the Vice-President, Intermodal.

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic

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 CNTL Owner-Operator Collective Agreement, the Union served a proposal concerning the printing of agreements.

This will confirm that the Company and the Union will arrange to meet subsequent to the ratification of this agreement to review collective agreement changes resulting from this Memorandum of Settlement. Following the collective agreement rewrite review, the Company will undertake the printing of the new collective agreement 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

**This letter will not form part of the Collective Agreement**

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 CNTL Owner-Operator Collective Agreement, the Union served a proposal in regards to the definition of "shunting" at a customer.

In this regard and for clarification purposes, the Company is prepared to introduce the following definition in the "Shunting" section of the Standard Contract:

"Shunting is defined as: A truck at one stop connecting to three (3) or more different numbered chassis."

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic

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 to address the issue of double shifting trucks and expressed concerns regarding this practice as it relates to the integrity of the bargaining unit and an equitable distribution of work on the shift where the double shifting occurs.

With respect to the above, the Company confirms that when double shifting occurs, the extra work being offered to Owner-Operators from another shift does not reduce the work available for Owner-Operators regularly assigned to the shift where the double shifting is taking place. The extra work being offered in these circumstances may reduce our reliance on outside carters and provide additional work to your members who voluntarily elect to take on the additional work. The Company will communicate with the Local Chairperson of the Union in cases where double shift has been decided. This will not supersede the management rights as outlined in Article 3 of the collective agreement.

I trust the above explanation addresses your concerns in this regard.

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic

This letter will not form part of the Collective Agreement



Canadian National  
Transportation Limited  
7675 Torbram Rd  
Mississauga, Ontario  
L4K 1B9

July 18, 2014


Wesley Gajda  
Regional Representative  
Unifor Council 4000  
4304 Village Centre Court, Suite  
206  
Mississauga, Ontario  
L4Z 1S2

Dear Mr. Gajda:


Further to our discussions concerning the CNTL truck specifications. The attached specifications have been agreed to by the Union and the Company and will be placed into effect as of this date.

The Union and company further agree to place this letter and agreement in the Memorandum of Settlement upon the renewal of the next Collective Agreement between the parties, and will remain in effect for the life of that agreement once ratified.

Yours truly,

  
Martyn Peterson  
Operations Manager  
CNTL

I Concur:

  
Wesley Gajda  
Regional Representative Unifor  
National Council 4000

Cc: Barry Kennedy – President, Unifor National Council 4000



## CNTL OWNER OPERATOR TRACTOR SPECIFICATIONS

PUBLISH DATE: JULY 18, 2014 - EFFECTIVE DATE: JULY 18, 2014

1. ALL TRUCK PURCHASES MUST BE PRE-APPROVED BY YOUR DRIVER MANAGER.
2. THE FOLLOWING SPECIFICATIONS ARE APPLICABLE TO EXISTING OWNER OPERATORS WHEN REPLACING TRUCKS AND NEW OWNER OPERATOR'S AT TIME OF CONTRACTING.

### MODEL YEAR:

- BE LESS THAN 8 YEARS OLD AT TIME OF REPLACEMENT / CONTRACTING, BASED ON MODEL YEAR
- NOT MORE THAN 15 YEARS OLD BASED ON MODEL YEAR
- REPLACEMENT DUE NO LATER THAN DECEMBER 31<sup>ST</sup> OF EXPIRING YEAR
- IF REQUIRED, A NEW CONTRACTOR WILL BE PERMITTED UP TO 6 MONTHS FROM THE DATE OF CONTRACTING TO COMPLY WITH ALL TRUCK SPECIFICATIONS.

### ENGINE:

- MUST BE GOVERNED TO MAXIMUM 105 KM/H SPEED LIMIT
- ENGINE HEATER
- MANUAL SHUT DOWN DEVICE – KICK IN AFTER IDLING 3 MINUTES

### BODY:

- AERO PROFILE TRACTOR
- NO HOOD BUG DEFLECTORS PERMITTED
- AIR DAM BUMPER with BOTTOM RUBBER/PLASTIC SKIRT
- AERODYNAMIC SIDE MIRRORS
- FULL HEIGHT INTEGRATED ROOF FAIRING
- CAB SIDE FAIRING WITH RUBBER / PLASTIC EXTENSIONS
- FULL LENGTH FUEL TANK COVERS with BOTTOM RUBBER/PLASTIC SKIRT
- CAB MUST MEET THE MINIMUM SLEEPER BERTH REQUIREMENTS PER THE MOTOR VEHICLE TRAFFIC ACT.

### APPEARANCE (see pages 2 & 3 for paint and logo specifications and positioning):

- ALL PAINTED SURFACES CONFORM TO THE CNTL TRI-COLOR PAINT SCHEME
- NOT HAVE ANY UNAUTHORIZED MARKINGS OR DECALS
- CNTL PROVIDED TRUCK ID ON EACH SIDE OF HOOD IN FRONT OF ENTRY DOORS
- CNTL PROVIDED LOGO ON SIDE OF CAB
- CNTL PROVIDED FULL NAME, CITY, PROV, ICC & DOT #'S ON CAB SIDE

- CNTL PROVIDED TRUCK ID AT REAR, AT TOP OF CAB

**FIFTH WHEEL:**

- 48" HIGH FIFTH WHEEL
- SLIDING FIFTH WHEEL WITH SECONDARY LOCK

**AXEL RATINGS:**

- FRONT: 12,000 LB
- REAR: 40,000 LB

**WHEELBASE:**

- SHORTER WHEELBASE PREFERRED – NOT LONGER THAN 240 INCHES

**WHEELS AND TIRES:**

- 22.5" TIRES ON FRONT & REAR
- AERODYNAMIC MUD FLAPS (SUPPLIED BY CNTL)

**GEARS:**

- AUTOMATIC OR 13/18 SPEED SHIFT, NO 10 SPEED SHIFT

**CAB:**

- CAB HEATER

**TRUCK WEIGHT:**

- LIGHTER TRUCK IS PREFERRED
- NOT TO EXCEED 19,500 LBS INCLUDING DRIVER, ALL FLUIDS AND FULL OF FUEL

**RECOMENDATIONS**

- ENGINE HORSEPOWER: MINIMUM 425, MAXIMUM 575 HP , ENGINE HORSEPOWER TO MATCH WORK CONDITION IN YOUR AREA
- TORQUE TO MATCH WORK CONDITIONS IN YOUR AREA, RECOMMEND 1650 LB FT
- REAR END AXEL RATIO OF 373
- GEAR RATIO FOR TOP SPEED OF 105 KMH
- AERODYNAMIC MIRRORS MOUNTED ON BOTH FENDERS
- AERODYNAMIC WHEEL COVERS (SUPPLIED BY CNTL)
- OTHER RECOMENDATIONS WILL BE ADDED AS THEY BECOME KNOWN

**3. DAY CAB:**

- IN PLACE FOR TRUCKS PREVIOUSLY AGREED TO BY THE UNION AND COMPANY
- ALL THE SPECIFICATIONS LISTED IN ITEM 2 MUST BE MET WITH THE FOLLOWING MODIFICATIONS:

**WHEELBASE**

- 200 INCHES OR SHORTER

**WEIGHT**

- LIGHTER THE BETTER, NO MORE THAN 18,000 LBS

**BODY**

- NO REQUIREMENT FOR BUNK

#### 4. PAINT COLOR:

- THIS SUPERCEDES THE AGREEMENT OF NOVEMBER 18, 2007
- FOR ALL EXISTING OWNER OPERATORS THE TRI COLOR PAINT SCHEME MUST BE IN PLACE FOR ANY NEW OR USED TRUCK REPLACING THEIR CURRENT TRUCK
- ALL NEW OWNER OPERATORS MUST FULLY COMPLY WITH THE TRI COLOR PAINT SCHEME WHEN CONTRACTED BY CNTL.
- EACH TIME A TRUCK IS CHANGED THE OWNER OPERATOR IS ELIGIBLE FOR A \$750 PAINT BONUS, SUBJECT TO NO MORE THAN 1 BONUS FOR EVERY 5 YEARS.
- AS IN ACCORDANCE PARAGRAPH 3.01 OF THE STANDARD CONTRACT, IN THE EVENT THAT THE COMPANY ALTERS THIS TRI-COLOR PAINT SCHEME, THE COMPANY WILL ABSORB THE EXPENSE OF REPAINTING THE TRACTORS OF OWNER OPERATORS.

#### 5. TRANSITION PERIOD:

- EXISTING TRUCKS THAT FULLY MEET THE ABOVE SPECIFICATIONS ARE ELIGIBLE FOR THE 8 YEAR AND 15 YEAR RULE DESCRIBED IN ITEM 2.
- PERMANENT FLAT DECK TRUCKS IN EDMONTON ARE EXCLUDED FROM THE FULL HEIGHT ROOF FAIRING REQUIREMENT.
- EXISTING TRUCKS THAT DO NOT MEET THE ABOVE SPECIFICATIONS CURRENTLY WOULD NEED TO BE REPLACED WITHIN 10 YEARS.
  - i. THESE TRUCKS WILL NOW BE GRANTED UP TO 12 YEARS IN AGE BEFORE NEEDING TO BE REPLACED.
  - ii. IN SOME CASES THE ADDITION OF AN AERODYNAMIC ROOF AND/OR SIDE EXTENSION FAIRING WILL PUT THE TRUCK IN COMPLIANCE WITH THE SPECIFICATIONS. WHEN THIS IS DONE THE TRUCK WILL BE GRANTED UP TO 15 YEARS BEFORE NEEDING TO BE REPLACED.
  - iii. CNTL WILL NOTIFY OWNER OPERATORS IN CATEGORY i) AND ii) ABOVE BY DECEMBER 31, 2014 WHICH CATEGORY THEY ARE IN, AND THE DATE THE TRUCK WILL NEED TO BE REPLACED OR MODIFIED BY.

**REPLACEMENT DUE DATE (15 YEARS)**  
**MODEL YEAR**                      **YEAR TO BE REPLACED (BY DECEMBER 31<sup>ST</sup>)**

2002	2016
2003	2017
2004	2018
2005	2019
2006	2020
2007	2021
2008	2022
2009	2023
2010	2024
2011	2025
2012	2026
2013	2027
2014	2028
2015	2029
2016	2030
2017	2031
2018	2032
2019	2033
2020	2034

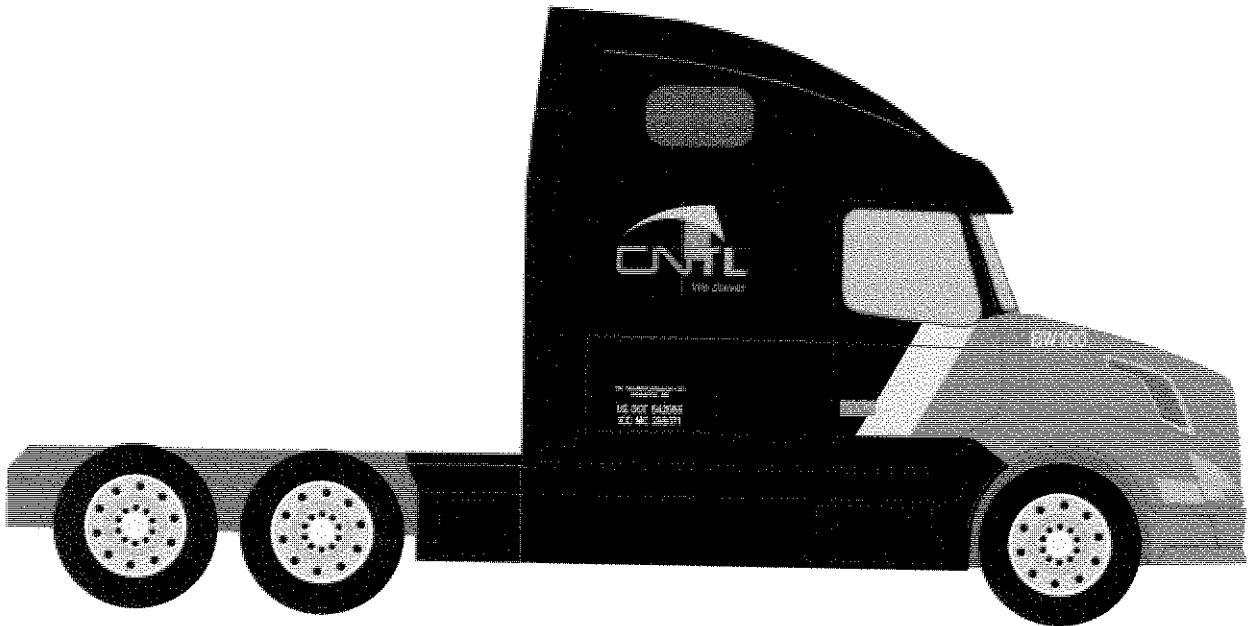
**MINIMUM YEAR FOR NEW OR REPLACEMENT TRUCKS (8 YEARS)**  
**YEAR**                                      **MINIMUM MODEL YEAR**

2014	2007
2015	2008
2016	2009
2017	2010
2018	2011
2019	2012
2020	2013
2021	2014
2022	2015

2023  
2024  
2025  
2026

2016  
2017  
2018  
2019

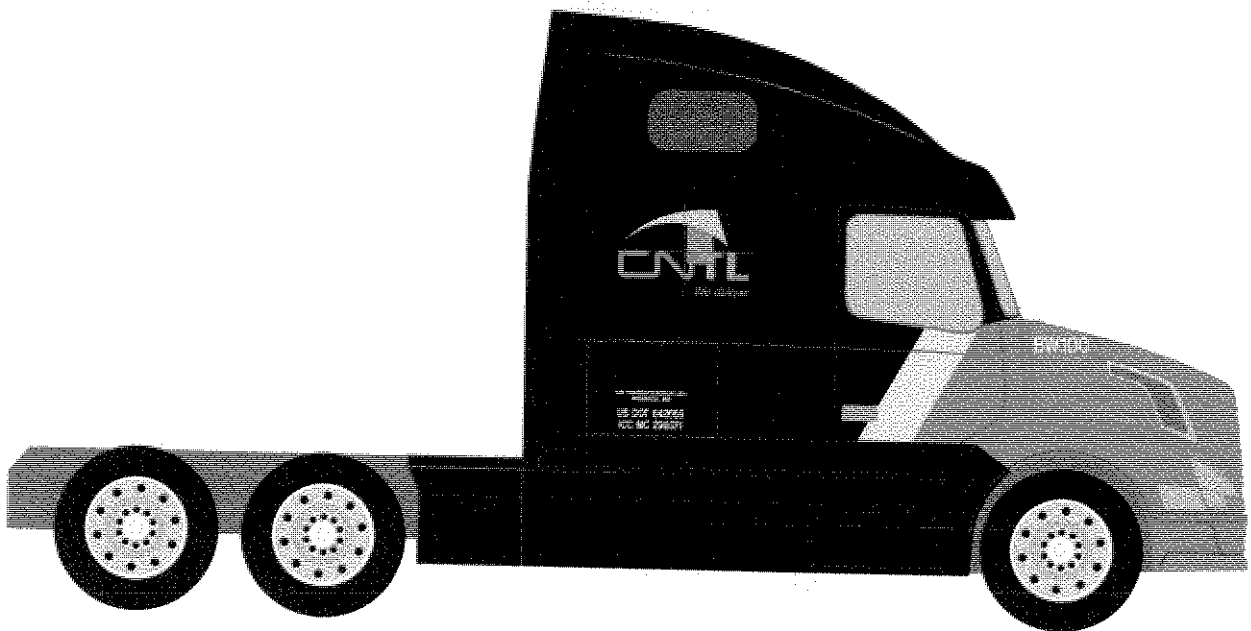
## CNTL PAINT SCHEME



- **WHITE PAINT STRIPE IS TO BE 30 DEGREES FROM VERTICAL, WITH A WIDTH OF 12 INCHES MEASURED PERPENDICULAR TO THE 30 DEGREE LINE, PLACED EXACTLY AS PER THE ILLUSTRATION.**
- **PAINTED SUNVISORS AND MIRRORS MUST BE BLACK**
- **PAINTED FRONT BUMPERS MUST BE ORANGE.**
- **PAINT CODES ARE AS FOLLOWS:**
  - **BLACK - DUPONT IMRON ELITE STRIAGHT BLACK**

- o **WHITE**                    - DUPONT FLEET WHITE  
   or  
   - PPG FLEET WHITE
- o **ORANGE**                - DUPONT 738124 COMPETION ORANGE  
   or  
   - PPG DELFLEET NA601230 ORANGE

**VEHICLE LOGO INSTALLATION & PLACEMENT INSTRUCTIONS**



- **EXISTING “CN” DECALS MUST BE REMOVED FROM SIDES & REAR REGARDLESS OF THEIR LOCATION.**
- **AS PER ABOVE EXAMPLES, LOGOS ARE TO BE PLACED ON BUNK, CENTRED HORIZONTALLY BETWEEN REAR EDGE OF FRONT DOOR & REAR EDGE OF BUNK OR EXTENDER, & CENTERED VERTICALLY WITH THE FRONT DOOR WINDOW.**

- **PLACEMENT IS REGARDLESS OF VENTS, WINDOWS OR BUNK DOORS.**
  - **INSTALL THE SILVER SWOOSH FIRST, THEN THE CNTL DECAL BELOW BEFORE REMOVING PREMASK & WORKING RIVETS, SEAMS, ETC.**
  - **PLACEMENT CAN BE ADJUSTED SLIGHTLY TO MAINTAIN MAXIMUM READABILITY.**
  - **SIDE TRUCK UNIT NUMBERS ARE 4" WHITE & MUST BE PLACED AT THE TOP OF THE HOOD REAR AS SHOWN**
  - **THE ICC/DOT NUMBERS ARE 2" WHITE & MUST BE PLACED ON THE BOTTOM OF THE REARMOST FLAT PANEL OF THE BUNK (USUALLY THE TOOL DOORS).**
  - **THE COMPANY NAME & CITY IS 2" WHITE & IS TO BE PLACED CENTRED 2" ABOVE THE ICC/DOT DECAL.**
  - **REAR TRUCK UNIT NUMBER IS 6" WHITE & MUST BE PLACED CENTRED AT THE HIGHEST FLAT SURFACE AVAILABLE.**
- "Owned and Operated by" IDENTIFYER IS PERMITTED REAR OF AND BESIDE THE "COMPANY NAME ANDE CITY / DOT ICC NUMBERS**

This attachment will not form part of the Collective Agreement

**Trucks used to commute:**

Where the Owner-Operator uses their truck to travel to their parking location, and that location is in excess of 5 miles from the terminal, the Owner-Operator will be deducted for the amount of fuel used for the round trip using the following method:

Information used to determine cost of fuel subsidy for the commute

- A. Round trip distance determined using GPS location and Google maps or Bing maps
- B. Bobtail kilometers rate of 2.1 KPL
- C. Diesel fuel price for specific location as published by Natural Resources Canada
- D. Local percentage of fuel price paid by the Owner-Operator.

Deduction for commuting cost per settlement period:

1. Fuel used =  $A / B$
2. Cost of fuel =  $(1) \times C$
3. Subsidy for commute to be deducted per day =  $(2) \times D$
4. Deduction amount =  $(3) \times 5 \text{ days} \times 50 \text{ weeks} / 24 \text{ settlement periods}$

In the case of drivers who stay in their truck through the week, only to commute on weekends, item 4 would be determined as follows:

4. Deduction amount =  $(3) \times 50 \text{ weeks} / 24 \text{ settlement periods}$

The commuting cost will be recalculated on January 1, and June 1 of each year.



This letter will not form part of the Collective Agreement

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 CNTL Owner-Operator Collective Agreement, the Union raised concerns over the application of Rule 7.10 (c).

CNTL recognizes that Owner-Operator may seek to be unavailable and cover assignments with replacement drivers. In circumstances where a replacement driver becomes unavailable, the Company is prepared to address temporary leaves of absence on a case-by-case basis. Advance notice needs to be provided so as not to disrupt service to the customer. Special consideration is required during seasonal and monthly peaks, as well as customer surges.

Yours truly,



Mark Lerner  
Assistant Vice-President, Domestic