

**GLOBAL OFFER**

**Dated**

**March 22, 2024**

**From**

**CANADIAN NATIONAL TRANSPORTATION LIMITED (CNTL)**

**To**

**UNIFOR – NATIONAL COUNCIL 4000**

**RE:**

**Application of collective agreement changes for Owner-Operators covering the years 2024, 2025, 2026, and 2027 as indicated herein.**

**This offer expires on April 9, 2024.** 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.

*French version is available upon request. In the event of a discrepancy between the English and French versions, the English version takes precedence.*

## **1. TERM OF CONTRACT:**

The collective agreement covering CNTL Owner-Operators contracted to CNTL and represented by Unifor National Council 4000, shall remain in force, commencing January 16, 2024, and ending December 31, 2027.

## **2. COMPENSATION:**

- Effective the second regular payment period following ratification, terminal wait time and customer wait time will increase by \$1.75 each, zone rates will increase by \$1.00, and mileage rates will increase by 3%.
- Effective January 1, 2025, terminal wait time and customer wait time will increase by \$1.25 each, zone rates will increase by \$1.00, and mileage rates will increase by 2%.
- Effective January 1, 2026, terminal wait time and customer wait time will increase by \$1.00 each, zone rates will increase by \$1.00, and mileage rates will increase by 2%.
- Effective January 1, 2027, terminal wait time and customer wait time will increase by \$0.75 each, zone rates will increase by \$0.75, and mileage rates will increase by 2%.
- Safety Bonus will increase by \$500 as of January 1, 2025, with no changes to eligibility rules.
- Article 12.4 is amended as follows:  
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 of in excess of 24 hours, the Owner-Operator will be provided with a \$125 all inclusive per diem for each 24-hour period assigned to that away from home terminal.
- Special Zone Adjustments as per Attachment "A".

## **3. WORK RULES**

### **Article 1.6 (a) to be replaced with:**

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, sexual orientation or gender identity.

### **Article 5.4 and 5.5 to be replaced with:**

#### **Step 1**

**5.4** Within fourteen (14) 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 fourteen (14) 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 meetings during normal working hours. A decision must be rendered within fourteen (14) calendar days from the date the Grievance meeting is held.

**Article 7.4 to be replaced with:**

The name of the Owner-Operator shall be placed on the applicable seniority list immediately upon commencing actual service under contract to the Company, once the first revenue generated move has been assigned. 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.

**New Article 9.1 (d) to be added:**

In instances where Owner-Operators have received a dispatch and are subsequently re-directed to an alternate dispatch while in transit, the Owner-Operator will be compensated based on the completed miles at the time of notification (break down move or turnaround move).

**Article 10.2 to be replaced with:**

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. Owner-Operators remain responsible to act as the principal driver of their own tractor unless an exception is made in writing between the Company and the Union to exempt them from this requirement because of special circumstances for a temporary period.

**NEW Article 12.6(f) to be added:**

Owner-Operators will be reimbursed for all costs they paid in accordance with Article 12.6 (e) when leaving the service of the company.

**5. APPENDICES**

**Appendix 18** (Attachment "B" of the 2019 MOS) – the following text is to be added:

The Owner-Operator will be required to provide their contact information (cell phone number, email address, home address) sign and return the standard contract within thirty (30) calendar days. Failing to do will result in their name being removed from the seniority list and they will no longer be engaged under the terms of the collective agreement or the standard contract.

**Appendix 19** (Attachment "C" of the 2019 MOS) – to be amended as shown in **Attachment "B"** of this document.

**Appendix 21** (Attachment “E” of the 2019 MOS) – to be amended as shown in **Attachment “C”** of this document.

**Appendix 26** (Attachment “P” of the 2019 MOS) – to be amended as shown in **Attachment “D”** of this document.

## **6. UPDATED LETTERS**

**Attachment “M”** of the 2019 MOS is replaced with **Attachment “E”** of this document – administration of future benefits package

**Attachment “O”** of the 2019 MOS is replaced with **Attachment “F”** of this document – Truck Licencing System at Port of Vancouver

**Letter of Agreement signed September 15, 2022**, is replaced with **Attachment “G”** of this agreement – speeding

## **7. NEW LETTERS OUTSIDE OF THE COLLECTIVE AGREEMENT**

**Attachment “H” - Letter of Understanding** related to letters confirming Owner-Operators drove under contract with CNTL.

**Attachment “I” - Letter of Understanding** related to sharing of personal information with third party contractors.

**Attachment “J” - Letter of Understanding** related to parties’ commitment to meet and discuss the application of the demerit point system.

**Attachment “K” - Letter of Understanding** related to use of the ISAAC system.

**Attachment “L” - Letter of Understanding** related to the work performed by third party carriers and more specifically TransX.

**Attachment “M” - Letter of Understanding** related to replacement drivers.

**Attachment “N” - Letter of understanding** related to expedited Mediation / Arbitration.

**Attachment “O” - Letter of understanding** related to alternate fuels.

**Attachment “P” - Letter of understanding** related to the Green Freight Program.

**Attachment “Q” - Letter of understanding** related to excessive Terminal wait time.

**Attachment “R” - Letter of understanding** related to Local & Highway work in Edmonton, Calgary and Vancouver.

**Attachment “S” - Letter of understating** related to Montreal dispatch, rates and mileage.

**Attachment “T” – Letter of understanding** related to a joint review of short highway cut offs.

**Attachment “U” - Letter of understanding** related to the use of CNTL fuel cards for DEF.

## **8. RENEWED LETTERS OF UNDERSTANDING**

The following letters of understanding are renewed as is for the life of this agreement:

- **Attachment “F” from 2019 MOS** – federal, provincial laws, statutes and regulations
- **Attachment “I” from 2019 MOS** – fleet rebates for tires
- **Attachment “L” from 2019 MOS** – 407 tolls
- **Attachment “Q” from 2019 MOS** – approval of replacement drivers
- **Attachment “R” from 2019 MOS** – use of CN branded tractor in public event or parade
- **Attachment “T” from 2019 MOS** – workplace harassment and complaints
- **Attachment “Z” from 2019 MOS** – internal logistic park moves

**This shall not form part of the Collective Agreement**

January 12, 2024

This letter is further to our discussions concerning CNTL's Special Zone Adjustments. These adjustments will be implemented after the general compensation increases in Year 1 of the renewed collective agreement.

The company agrees to the following special zone adjustments:

- Halifax – zone moves between zone 1 to 4 will be increased by \$4.00
- Moncton – adjusting part of zone 4 to become part of zone 7
- Montreal – zone moves between zone 27 to 20 will be increased by \$20.00
- Montreal – zone moves between zone 8 to 20 will be increased by \$10.00
- Montreal – zone moves between zone 9 to 20 will be increased by \$10.00
- Montreal – zone moves between zone 8 to 13 will be increased by \$10.00
- Montreal – zone moves between zone 9 to 13 will be increased by \$10.00
- Montreal – zone moves between zone 13 to 15 will be increased by \$7.50
- Montreal – zone moves between zone 1 to 2 will be increased by \$2.50
- Montreal – zone moves between zone 1 to 4 will be increased by \$2.50
- Montreal – zone moves between zone 1 to 8 will be increased by \$2.50
- Montreal – zone moves between zone 1 to 11 will be increased by \$2.50
- Montreal – zone moves between zone 1 to 13 will be increased by \$3.50
- Montreal – zone moves between zone 1 to 15 will be increased by \$2.50
- Montreal – zone moves between zone 1 to 25 will be increased by \$5.00
- Montreal – zone moves between zone 1 to 20 will be increased by \$5.00
- Brampton – Team rate to be adjusted to \$1.768
- Brampton – move the city of Erin to become part of zone 22
- Brampton – zone 1 to 19 will be increased by \$4.60 to match zone 1 to 2
- Brampton – short highway cutoff is adjusted from 70 to 104 miles
- Brampton – zone moves between zone 13 and Brantford – will add 15 miles
- Brampton – zone moves between zone 18 and Brantford – will add 10 miles
- Brampton – 401 corridor zones:
  - zone 1 to 8 will be increased by \$3.33
  - zone 1 to 9 will be increased by \$3.33
  - zone 1 to 10 will be increased by \$3.33
  - zone 1 to 12 will be increased by \$4.00
  - zone 1 to 20 will be increased by \$5.00
  - zone 1 to 16 will be increased by \$5.00
  - zone 1 to 11 will be increased by \$3.33
  - zone 1 to 13 will be increased by \$3.00
- Winnipeg – short highway adjustments:
  - Delmar Commodities Pegasus number 437639 - \$27 round trip premium

- WM Dyck & Sons Pegasus number 417185 - \$12 round trip premium
- Tank Traders Pegasus number 468966 - \$26 round trip premium
- Trouw Nutrition Pegasus number 439424, 460293, 463159 - \$14 round trip premium
- Winnipeg – zone moves between zone 1 to 9 will be increased by \$7.00
- Winnipeg – zone moves between zone 2 to 5 will be increased by \$7.00
- Saskatoon – zone moves between zone 1 to 2 will be increased by \$5.00
- Saskatoon – zone moves between zone 1 to 3 will be increased by \$5.00
- Saskatoon – zone moves between zone 1 to 4 will be increased by \$5.00
- Calgary – zone moves between zone 2 to 24 will be increased by \$4.00
- Calgary – zone moves between zone 1 to 50 will be increased by \$9.12
- Calgary – City of Airdrie moves from zone 24 to zone 25
- Edmonton – \$15 dollars will be added to tarp rate
- Edmonton – Vodden yard will be adjusted to be part of zone 2
- Edmonton – Trouw Nutrition in Westlock Pegasus number 434795 - \$30 round trip premium
- Vancouver – zone moves between zone 1 to 3 will be increased by \$16.56
- Vancouver – zone moves between zone 1 to 11 will be increased by \$6.88
- Vancouver – zone moves between zone 1 to 1 will be increased by \$8.03
- Vancouver – Squamish moves will be provided \$27.50 surcharge on one-way moves

**For illustration purposes:** the above-mentioned adjustments would produce the following financial gains for Owner-Operators when combined with the general yearly increases included in this global offer:

Terminal	Description of Special Zone Adjustment	Current	New with Year 1 Increase	New with Year 1 and special zone	New with Year 2 Increase	New with Year 3 Increase	New with Year 4 Increase	Total increase over 4 years
Halifax	Increase rate for Zone 1 to 4 by \$4.00	\$ 32.41	\$ 33.41	\$ 37.41	\$ 38.41	\$ 39.41	\$ 40.16	+\$ 7.75
Moncton	Part of Zone 4 to become Zone 7	\$ 38.85	\$ 39.85	\$ 45.01	\$ 46.01	\$ 47.01	\$ 47.76	+\$ 8.91
Montreal	Increase rate for Zone 27 to 20 by \$20.00	\$ 79.39	\$ 80.39	\$ 100.39	\$ 101.39	\$ 102.39	\$ 103.14	+\$ 3.75
Montreal	Increase rate for Zone 8 to 20 by \$10.00	\$ 56.47	\$ 57.47	\$ 67.47	\$ 68.47	\$ 69.47	\$ 70.22	+\$ 3.75
Montreal	Increase rate for Zone 9 to 20 by \$10.00	\$ 56.47	\$ 57.47	\$ 67.47	\$ 68.47	\$ 69.47	\$ 70.22	+\$ 3.75
Montreal	Increase rate for Zone 8 to 13 by \$10.00	\$ 49.60	\$ 50.60	\$ 60.60	\$ 61.60	\$ 62.60	\$ 63.35	+\$ 3.75
Montreal	Increase rate for Zone 9 to 13 by \$10.00	\$ 49.60	\$ 50.60	\$ 60.60	\$ 61.60	\$ 62.60	\$ 63.35	+\$ 3.75
Montreal	Increase rate for Zone 13 to 15 by \$7.50	\$ 65.64	\$ 66.64	\$ 74.14	\$ 75.14	\$ 76.14	\$ 76.89	+\$ 1.25
Montreal	Increase rate for Zone 1 to 2 by \$2.50	\$ 36.99	\$ 37.99	\$ 40.49	\$ 41.49	\$ 42.49	\$ 43.24	+\$ 6.25
Montreal	Increase rate for Zone 1 to 4 by \$2.50	\$ 38.14	\$ 39.14	\$ 41.64	\$ 42.64	\$ 43.64	\$ 44.39	+\$ 6.25
Montreal	Increase rate for Zone 1 to 8 by \$2.50	\$ 53.03	\$ 54.03	\$ 56.53	\$ 57.53	\$ 58.53	\$ 59.28	+\$ 6.25
Montreal	Increase rate for Zone 1 to 11 by \$2.50	\$ 49.60	\$ 50.60	\$ 53.10	\$ 54.10	\$ 55.10	\$ 55.85	+\$ 6.25
Montreal	Increase rate for Zone 1 to 13 by \$3.50	\$ 56.47	\$ 57.47	\$ 60.97	\$ 61.97	\$ 62.97	\$ 63.72	+\$ 7.25
Montreal	Increase rate for Zone 1 to 15 by \$2.50	\$ 74.80	\$ 75.80	\$ 78.30	\$ 79.30	\$ 80.30	\$ 81.05	+\$ 6.25
Montreal	Increase rate for Zone 1 to 25 by \$5.00	\$ 66.78	\$ 67.78	\$ 72.78	\$ 73.78	\$ 74.78	\$ 75.53	+\$ 8.75
Montreal	Increase rate for Zone 1 to 20 by \$5.00	\$ 76.08	\$ 77.08	\$ 82.08	\$ 83.08	\$ 84.08	\$ 84.83	+\$ 8.75
Brampton	Increase Team rate to \$1.768 (Increase of \$0.09/mile)	\$ 1.678	\$ 1.722	\$ 1.774	\$ 1.809	\$ 1.845	\$ 1.882	+\$ 0.20

Brampton	City of Erin to become Zone 22	\$ 54.89	\$ 60.90	\$ 59.90	\$ 61.90	\$ 62.90	\$ 63.65	<b>+\$ 8.76</b>
Brampton	Change Short Highway cutoff from 70 miles to 104 miles							
Brampton	From Zone 13 to Brantford add 15 miles	\$ 62.72	\$ 88.83	\$ 86.24	\$ 90.60	\$ 92.42	\$ 94.26	<b>+\$ 31.54</b>
Brampton	From Zone 18 to Brantford add 10 miles	\$ 48.61	\$ 66.22	\$ 64.29	\$ 67.54	\$ 68.89	\$ 70.27	<b>+\$ 21.66</b>
Brampton	Increase rate for Zone 1 to 19 by \$4.60	\$ 33.54	\$ 34.54	\$ 39.14	\$ 40.14	\$ 41.14	\$ 41.89	<b>+\$ 8.35</b>
Brampton	Increase rate for Zone 1 to 8 by \$3.33	\$ 51.63	\$ 52.63	\$ 55.96	\$ 56.96	\$ 57.96	\$ 58.71	<b>+\$ 7.08</b>
Brampton	Increase rate for Zone 1 to 9 by \$3.33	\$ 59.32	\$ 60.32	\$ 63.65	\$ 64.65	\$ 65.65	\$ 66.40	<b>+\$ 7.08</b>
Brampton	Increase rate for Zone 1 to 10 by \$3.33	\$ 61.50	\$ 62.50	\$ 65.83	\$ 66.83	\$ 67.83	\$ 68.58	<b>+\$ 7.08</b>
Brampton	Increase rate for Zone 1 to 12 by \$4.00	\$ 70.78	\$ 71.78	\$ 75.78	\$ 76.78	\$ 77.78	\$ 78.53	<b>+\$ 7.75</b>
Brampton	Increase rate for Zone 1 to 20 by \$5.00	\$ 76.24	\$ 77.24	\$ 82.24	\$ 83.24	\$ 84.24	\$ 84.99	<b>+\$ 8.75</b>
Brampton	Increase rate for Zone 1 to 16 by \$5.00	\$ 82.24	\$ 83.24	\$ 88.24	\$ 89.24	\$ 90.24	\$ 90.99	<b>+\$ 8.75</b>
Brampton	Increase rate for Zone 1 to 11 by \$3.33	\$ 51.88	\$ 52.88	\$ 56.21	\$ 57.21	\$ 58.21	\$ 58.96	<b>+\$ 7.08</b>
Brampton	Increase rate for Zone 1 to 13 by \$3.00	\$ 55.32	\$ 56.32	\$ 59.32	\$ 60.32	\$ 61.32	\$ 62.07	<b>+\$ 6.75</b>
Winnipeg	Delmar Commodities Pegasus #437639 \$27 round trip premium	\$ 0	-	\$ 27.00	-	-	-	<b>+\$ 27.00</b>
Winnipeg	WM Dyck & Sons Pegasus #417185 \$12 round trip premium	\$ 0	-	\$ 12.00	-	-	-	<b>+\$ 12.00</b>
Winnipeg	Tank Traders Pegasus #468966 \$26 round trip premium	\$ 0	-	\$ 26.00	-	-	-	<b>+\$ 26.00</b>
Winnipeg	Trouw Nutrition Pegasus #439424 \$14 round trip premium	\$ 0	-	\$ 14.00	-	-	-	<b>+\$ 14.00</b>
Winnipeg	Trouw Nutrition Pegasus #460293 \$14 round trip premium	\$ 0	-	\$ 14.00	-	-	-	<b>+\$ 14.00</b>
Winnipeg	Trouw Nutrition Pegasus #463159 \$14 round trip premium	\$ 0	-	\$ 14.00	-	-	-	<b>+\$ 14.00</b>
Winnipeg	Increase rate for Zone 1 to 9 by \$7.00	\$ 47.30	\$ 48.30	\$ 55.30	\$ 56.30	\$ 57.30	\$ 58.05	<b>+\$ 10.75</b>
Winnipeg	Increase rate for Zone 2 to 5 by \$7.00	\$ 49.60	\$ 50.60	\$ 57.60	\$ 58.60	\$ 59.60	\$ 60.35	<b>+\$ 10.75</b>
Saskatoon	Increase rate for Zone 1 to 2 by \$5.00	\$ 30.13	\$ 31.13	\$ 36.13	\$ 37.13	\$ 38.13	\$ 38.88	<b>+\$ 8.75</b>
Saskatoon	Increase rate for Zone 1 to 3 by \$5.00	\$ 33.54	\$ 34.54	\$ 39.54	\$ 40.54	\$ 41.54	\$ 42.29	<b>+\$ 8.75</b>
Saskatoon	Increase rate for Zone 1 to 4 by \$5.00	\$ 38.14	\$ 39.14	\$ 44.14	\$ 45.14	\$ 46.14	\$ 46.89	<b>+\$ 8.75</b>
Calgary	City of Airdrie to become Zone 25							
Calgary	Increase rate for Zone 2 to 24 by \$4.00	\$ 45.01	\$ 46.01	\$ 50.01	\$ 51.01	\$ 52.01	\$ 52.76	<b>+\$ 7.75</b>
Calgary	Increase rate for Zone 1 to 50 by \$9.12	\$ 38.88	\$ 39.88	\$ 49.00	\$ 50.00	\$ 51.00	\$ 51.75	<b>+\$ 12.87</b>
Edmonton	Tarp rate increased \$15	\$ 30.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	<b>+\$ 15.00</b>
Edmonton	Vodden Yard to become Zone 2	\$ 0	\$ 33.41	\$ 32.41	\$ 34.41	\$ 35.41	\$ 36.16	<b>+\$ 36.16</b>
Edmonton	Trouw Nutrition in Westlock Pegasus #434795 \$30 round trip premium	\$ 0	-	\$ 30.00	-	-	-	<b>+\$ 30.00</b>
Vancouver	Increase rate for Zone 1 to 3 by \$16.56	\$ 42.20	\$ 43.20	\$ 59.76	\$ 60.76	\$ 61.76	\$ 62.51	<b>+\$ 20.31</b>
Vancouver	Increase rate for Zone 1 to 11 by \$6.88	\$ 57.62	\$ 58.62	\$ 65.50	\$ 66.50	\$ 67.50	\$ 68.25	<b>+\$ 10.63</b>
Vancouver	Increase rate for Zone 1 to 1 by \$8.03	\$ 34.69	\$ 35.69	\$ 43.72	\$ 44.72	\$ 45.72	\$ 46.47	<b>+\$ 11.78</b>
Vancouver	Squamish moves increased \$27.50 on one-way moves	\$ 108.39	\$ 111.64	\$ 139.14	\$ 141.92	\$ 144.76	\$ 147.66	<b>+\$ 39.27</b>



**The Parties agree to the following revision to Appendix 19:**

November 16, 2023

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 the 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 representative of the Parties. Furthermore, any local or mutual agreement that does not contain a clear cancellation clause, shall be deemed to incorporate a thirty (30) day 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,

I concur,

Thomas Hennig  
Director, Trucking Operations CNTL

Dave Kissack  
President, Unifor National Council

**The Parties agree to the following revision to Appendix 21:**

November 28, 2023

Each Owner-Operator may be granted four (4) 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 (2), two-week period or four (4) 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 10%.

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

FOR THE COMPANY

FOR THE UNION

Thomas Hennig  
Director, Trucking Operations CNTL

Dave Kissack  
President, Unifor Council 4000

**The Parties agree to the following revision to Appendix 26:**

November 28, 2023

An Owner-Operator may seek an extension to the fifteen (15<sup>th</sup>) year maximum truck age for up to an additional five (5), subject to satisfying the Company's inspection at the end of the fifteenth (15<sup>th</sup>) year, at the end of the sixteenth (16<sup>th</sup>) year, at the end of the seventeenth (17<sup>th</sup>) year, at the end of the eighteenth year (18<sup>th</sup>), and at the end of the nineteenth year (19<sup>th</sup>). The inspection must be conducted each year at an inspection center designated by the Company, mutually agreed to by the Parties.

In addition to the annual truck inspection, any fleet vehicle over fifteen (15) years truck age will be subject to semi-annual targets as follows:

Maintain at or above 6.5 miles per imperial gallon minimum standard per year and  
Idle time of one (1) hour or less per day

Or show a reduction of 5% idle time half-year over half-year until goal of one (1) hour is  
achieved.

If a truck extension does not meet these parameters, the Owner-Operator will be given one (1) additional half year to meet the requirements. Failing to do so the Owner-Operator will be required to produce a bill of sale on the purchase of a new truck within the following thirty (30) days.

The terms of this letter may be applied to Owner-Operators who renew their trucks in the 2023 calendar year, subject to review with the Company on a case-by-case basis.

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.

For the Company,

For the Union,

Thomas Hennig  
Director, Trucking Operations, CNTL

Dave Kissack  
President, Unifor National Council

**This letter replaces Attachment M of the 2019 MOS**

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

November 28, 2023

This confirms the Parties' agreement regarding a benefits package for the members of your bargaining unit.

The Union is currently soliciting quotes and will advise the Company of its desire to move forward once the Union has completed its market assessment.

The Union will hold the Company harmless for any and all obligations or expenses related to the review, establishment, and ongoing operation of the plan and it is understood and agreed that the Company's sole obligation is to administer the desired level of deductions from Owner-Operators compensation, and the remittance of the withheld monies to the selected benefits provider.

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

Yours truly,

I Concur,

\_\_\_\_\_  
Thomas Hennig  
Director, Trucking Operations, CNTL

\_\_\_\_\_  
Dave Kissack  
Unifor National Council 4000

This letter replaces Attachment O of the 2019 MOS

This letter will not form part of the Collective Agreement

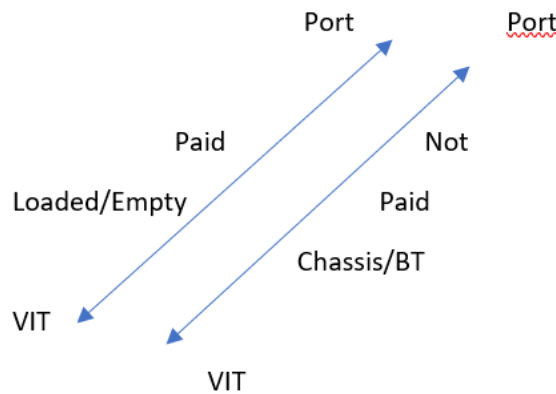
November 30, 2023

This confirms the Parties' discussion regarding Truck Licencing System (TLS) permits for access to the Port of Vancouver. Both Parties recognize the sensitively of the issue and its impact on many factors including: seniority, earnings potential and work-life balance.

All assignments in Vancouver will continue to be posted without a TLS qualification. If a driver is called for a move requiring a TLS permit but does not possess such a permit, they will be bypassed and given the next move that does not require a permit. It is understood that this will not constitute a grievable matter under the terms of the collective agreement.

As discussed and agreed, the company will assign one-way Port moves to CNTL Owner-Operators with TLS permits in Vancouver and these moves will be paid as one-way moves only. It is understood that the average CNTL payments include CNTL wait times and are no less than the rates as defined by the Port Commissioner.

Example:



As discussed and agreed, current round trip Port moves and Transload moves already handled by CNTL Owner-Operators with TLS permits in Vancouver will not be affected and will continue to be paid as is without any changes.

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

Yours truly,

I Concur,

James McKay  
Senior Manager, Road Operations CNTL  
4000

Baldev Sran (BV81)  
Local Representative, Unifor National Council

**This shall not form part of the Collective Agreement**

**Letter of Agreement**

**CN TRANSPORTATION LTD. (CNTL)**

**AND**

**UNIFOR NATIONAL COUNCIL 4000**

During collective bargaining on the renewal of the collective agreement between CNTL and Unifor, the Parties discussed the renewal of the September 9, 2022, Letter of Agreement concerning the amendment of the points system from 6 to 10 demerit points. The parties have agreed to extend this agreement and understandings beyond December 31, 2023 and to remain in effect for the life of the new collective agreement. The Parties therefore, continue to agree to the following:

1. The maximum demerit points before termination of a CNTL Owner-Operator will be increased from 6 points to 10 points;
2. The 110-speeding rule will increase to a fifteen (15) second duration;
3. RR284 speeding rule will remain as is;
4. Steeles Avenue Brampton speeding rule will increase to 80km for 10 second duration;
5. Speeding obtained by ISAAC in violation of the rules above will be assessed one (1) demerit for a first occurrence, one (1) demerit for a second occurrence, and two (2) demerits for a third occurrence and onwards. This paragraph that forms part of this agreement does not relinquish any rights of the Union to challenge any disciplinary measures assessed by CNTL that is associated to the ISAAC system on a go forward basis.
6. Past cases and grievances submitted under the previous six (6) demerit point system will remain using that system. However, the Union still maintains the right to advance those grievances to the next stage of the grievance procedure, including arbitration, and/or to file grievances for any incident that occurred prior to the date of signing this agreement under the previous point system.
7. This agreement is made without prejudice to either party and will remain in effect for the duration of the present collective agreement. The parties commit to discussing an extension to this agreement during the next round of collective bargaining.

Signed this 28<sup>th</sup> day of November 2023 at Brampton Ontario.

For the Company

For the Union

James McKay  
Senior Manager  
CNTL Road Operations

Prabhjot Sekhon  
Regional Representative  
Unifor National Council 4000

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

November 18, 2023

During the 2023 round of collective bargaining the union raised issues over Owner-Operators being denied letters validating the fact they are under contract with CNTL. As a result, the parties have agreed that upon request Owner-Operators will be provided with such letters in the following format.

For the Company:

For the Union:

---

Thomas Hennig  
Director, Trucking Operations

---

Dave Kissack  
President, Unifor National Council 4000



Canadian National Transportation Limited  
[ADDRESS]  
[DATE]

To Whom It May Concern:

Re: **[Owner Operator, Contract Number, Company Name]**

Please be advised that **[Owner Operator]**'s company, **[Company Name]**, at **[Address]** had a contract or drove under a contract with Canadian National Transportation Limited from **[DATE]** to **[DATE]**.

Please feel free to contact the undersigned if you require anything further.

Thank you,

---

[NAME]  
Driver Manager



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

November 28, 2023

During the course of the 2023 bargaining sessions, the Union brought forward concerns raised by its membership of CNTL sharing their personal information to third parties for business purposes.

The Parties recognize that the Company follows the Protection of Personal Information Policy in instances where there is a requirement to provide third parties with Owner-Operators' personal information.

As a result, the Parties have agreed that commencing immediately when the Company implements a new practice of sharing or requiring an Owner-Operator to share their personal information with a third party for legitimate business purposes, the Company will provide the Union's Regional Representative or their designate with a one-time notification of this new practice.

For the Company:

For the Union:

---

Thomas Hennig  
Director, Trucking Operations

---

Dave Kissack  
President, Unifor National Council 4000

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

**November 28, 2023**

The parties agree that following ratification, a meeting will take place within six (6) months where all Local Chairpersons from the Union and all Driver Managers from the Company will meet in Toronto to discuss the Demerit Point System. The intent of the meeting is to discuss consistent application of the Demerit Point System and what constitutes minor and major infractions.

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

Yours truly,

I Concur,

---

Thomas Hennig  
Director, Trucking Operations CNTL

---

Dave Kissack  
Unifor National Council 4000

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

**November 30, 2023**

During the course of the 2023 bargaining sessions, the Union raised the issue of the Company utilizing data generated from the ISAAC system for disciplinary purposes. The Union also raised concerns over expansion of the scope of data generated for overly intrusive purposes not defined under the terms of the highway traffic act. While the parties recognized that in some instances the data generated from ISAAC could validate infractions such as speeding or improper logbook entries, the Company commits to the following:

1. In instances where an Owner-Operator believes there is a discrepancy in ISSAC data, they may request that the equipment be checked for calibration. In such circumstances, the Company will bear the costs.
2. Scorecard weekly averages generated by the ISAAC system will not be used for disciplinary purposes. However, there may be circumstances where they are utilized to counsel an owner-operator for areas of improvement.
3. Scorecards will be delivered to owner-operators via email and will not generate reminders or alerts while driving.
4. In order to protect owner-operators' privacy rights, information about drivers' performance efficiency will be shared only as group averages at the Terminal level, and not by individual averages.
5. This agreement is made without prejudice to either party and will remain in effect for the duration of the present Collective Agreement.

FOR THE COMPANY

FOR THE UNION

---

Thomas Hennig  
Director, Trucking Operations CNTL

---

Dave Kissack  
President, Unifor Council 4000

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

December 1, 2023

During the course of the 2023 collective bargaining process, the Union brought forward concerns raised by its membership of work flowing to outside cartage, particularly TransX.

The Company confirmed that TransX and CNTL are businesses that operate independently of each other. Examples of CN's equipment being hauled by TransX are explained by the current excess capacity in the system. Wholesale partners including TransX lease CN equipment on a monthly basis and do not re-brand equipment for these short periods.

The Company also confirmed its commitment to the grievance resolution procedure as the appropriate avenue to resolve any instances where the Union believes the Company is not respecting the Collective Agreement.

Prior to filing a Step three (3) grievance over any alleged violation of the Collective Agreement involving work performed by TransX or any other carrier, the parties agree to meet on a monthly basis with the regional representative. Upon request CNTL will disclose the relevant information inclusive of waybills. Should it be determined that a violation of the Collective Agreement has occurred the parties will also meet in an attempt to resolve the issue prior to advancing the matter to arbitration.

For the Company:

For the Union:

---

Thomas Hennig  
Director, Trucking Operations

---

Dave Kissack  
President, Unifor National Council 4000

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

November 30, 2023

During the course of the 2023 bargaining sessions, the Company brought forward concerns about the frequency of use of replacement drivers, and their impact on safety.

The Parties agree that while there may be occasions when a replacement driver is necessary and permissible under the terms of the Standard Contract and Collective Agreement, the Owner-Operator should remain the principal driver of the tractor.

The Parties further agree that, in the event that an Owner-Operator is not the principal driver of their tractor, either party may bring the matter forward for discussion between the Director, Trucking Operations or their designate and the President of Unifor Council 4000 or their designate, who will meet to discuss the circumstances.

For the Company:

For the Union:

\_\_\_\_\_  
Thomas Hennig  
Director, Trucking Operations CNTL

\_\_\_\_\_  
Dave Kissack  
President, Unifor National Council 4000

**Letter of Agreement**

Barry Kennedy  
National Representative  
10203 178 Street NW  
Edmonton, AB T5S 1M3

Alexandre Lamarre  
National Representative  
565, boul. Crémazie Est,  
bureau 10100  
Montréal, QC H2M 2W1

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

**This shall not form part of the Collective Agreement**

Dear Sirs,

**RE: Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances**

BETWEEN: Unifor National Council 4000 Canada (hereinafter referred to as the "Union")

AND: CN Transportation Ltd. (hereinafter referred to as the "Company")

The Company and the Union (the "Parties") agree to the following rules and procedures for expedited settlements to grievances that reach the final settlement of disputes stage in the Parties' Collective Agreements. This Agreement and arrangements are to act as an alternative to the Canadian Railway Office of Arbitration and to ensure the orderly and timely resolution of outstanding grievances between the parties.

1. This **"Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances"** has been designed in good faith to operate as an efficient process to clear-up outstanding grievances between the Parties, specifically those filed at the last stage of the grievance procedure and the next step would enter the "final settlement of disputes" stage.
2. Prior to scheduling any disputes for Expedited Mediation/Arbitration Hearings (hereafter "Mediation/Arbitration"); the parties will review those cases to determine if they are suitable for this process. This process is intended for cases dealing with Owner-Operator discipline; time claim disputes; those matters respecting the meaning or alleged violation of any one or more provisions of a valid and subsisting Collective Agreement between the Parties; or pertinent legislation including any claims related to such provisions where the Union believes an Owner-Operator has been unjustly dealt with. It will exclude: any cases involving the discharge of an Owner-Operator, contracting out, work ownership matters and any other cases mutually agreed not be progressed to this forum.
3. The Parties agree to the use of a single mediator-arbitrator for this purpose whom will be appointed by the Parties to serve as the Designated Mediator-Arbitrator for the duration of each Collective Agreement. The Parties will also select an alternate Arbitrator or Mediator whom will replace the Designated Mediator-Arbitrator during an unexpected absence or in the event they will be unable to fulfill their role for duration of the Collective Agreements.
4. Before the Collective Agreements are renegotiated and the new agreements are ratified and come into effect, the parties may meet to consider other arbitrators or mediators for the purpose of this

Memorandum of Agreement. If warranted, any proposed change to the Designated Mediator-Arbitrator will be discussed and finalized by the parties a minimum six (6) months in advance of the expiry of the Collective Agreements. Clause 2 of this Agreement will be applicable for any newly Designated Mediator-Arbitrators that are appointed.

5. Any and all fees charged by or costs incurred by the Designated Mediator-Arbitrator shall be shared equally between the Company and the Union.

6. Mediation/Arbitration will be held twice every calendar year during the third full-week of the months of March and September on either a Wednesday, Thursday or Friday, or as otherwise mutually arranged. Pursuant to Clause 2 of this Agreement, the parties will agree upon those grievances that will be scheduled for Mediation-Arbitration no later than the 15<sup>th</sup> day of the preceding month. This process will be scheduled and administered in conjunction with the Mediation/Arbitration process and schedule of the Unifor-CN Collective Agreement 5.1 and the 5.1 Supplemental Agreement.

7. All cases to be referred to Mediation/Arbitration are to be submitted to the Designated Mediator-Arbitrator in a maximum two-page Joint Statement between the parties. The Joint Statement shall contain a grievor's name along with their service and seniority date; the facts of the dispute; and reference to the specific provision or provisions of the collective agreement or pertinent legislation that is alleged to have been misinterpreted or violated. If the parties are unable to reach an agreement on a Joint Statement, then separate statements shall be submitted, limited to the same maximum two-pages.

8. The parties should be prepared at the hearing to provide the Designated Mediator-Arbitrator with a copy of the Union's grievances and the Company's replies, including any investigative statements and evidence should the Designated Mediator-Arbitrator request more detailed information before properly considering a decision.

9. As both Parties recognize that open and frank discussions will promote the resolution of grievances, the Parties can decide to conduct a System Joint Conference on all outstanding grievances that have been scheduled for Mediation/Arbitration. Each grievance will be examined in a final and honest attempt to resolve the dispute before the mediation-arbitration proceedings. Grievance time limits will be protected in order for the Parties to facilitate this process. Unresolved cases will then be referred to the Designated Mediator-Arbitrator.

10. The Designated Mediator-Arbitrator will hear predetermined cases in a Mediation-Arbitration format that will be presented in date order starting from the oldest to the most recent unless otherwise mutually agreed. The submissions of both Parties shall be limited to oral presentations of a maximum duration of 20 minutes, including any rebuttal, per each case and representation and arguments shall be restricted and limited to no more than two (2) spokespersons for the Union and two (2) spokespersons for the Company. Legal counsel is not permitted.

11. The Designated Mediator-Arbitrator may first attempt to mediate a settlement between the Parties. If no mediated settlement can be reached, the Designated Mediator-Arbitrator will then render a decision orally and, within thirty-days (30), issue a short award in writing that will be final and binding. Such decisions shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable Collective Agreement.

12. All Expedited Mediation-Arbitration Awards issued by the Designated Mediator-Arbitrator will be numbered and considered without prejudice to either Party, shall not be construed as precedent setting

and shall not be regarded as an admission of liability by either Party in the event of future cases of a like or similar nature. Notwithstanding, the Parties may later refer to these awards in a good faith effort to resolve a similar dispute within the grievance procedure; however, neither may rely on these awards in subsequent arguments before an Arbitrator at an arbitration hearing to support a claim that the issue had definitively been settled at Mediation/Arbitration.

13. The decisions of the Designated Mediator-Arbitrator shall not be subject to appeal by either the Company, the Union or the Owner-Operators involved.

14. This Expedited Mediation-Arbitration process will be conducted in accordance with the instructions of the Designated Mediator-Arbitrator, or as otherwise agreed to between the parties and the Designated Mediator-Arbitrator at the commencement of the proceedings.

15. The parties agree that the powers of the Designated Mediator-Arbitrator are restricted by and to these rules notwithstanding any other agreement to the contrary and shall not have the power to modify any of these rules without the written consent of the Parties.

16. In the event that the Parties encounter difficulties with implementing decisions of the Designated Mediator-Arbitrator, the Parties agree that the Designated Mediator-Arbitrator will remain seized of each of the cases that are presented at Mediation-Arbitration.

17. The Parties agree that at the conclusion of Mediation-Arbitration, and in keeping with the spirit and intent of this process as explained in Clause 1 of this Agreement, there should not be any outstanding grievances at the final stage of the grievance procedure.

Signed on this 1st day of December 2023.

FOR THE UNION:

FOR THE COMPANY:

\_\_\_\_\_  
Dave Kissack  
President, Unifor Council 4000

\_\_\_\_\_  
Stephanie Hedley  
Senior Director, Human Resources



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

**November 16, 2023**

This is in reference to discussion held during 2023 bargaining pertaining to introduction of Alternate fuel vehicles and how this could impact Owner-Operator.

In the event of the introduction of any initiative relative to Alternative fuel vehicles over the life of this Collective Agreement, the Director of CNTL and the President and Regional Representative of Unifor National Council 4000 or their designates will meet and have further discussion on how to mitigate potential adversely impact on Owner-Operators.

For the Company:

For the Union:

---

Thomas Hennig  
Director, Truck Operations CNTL

---

Dave Kissack  
President, Unifor National Council 4000

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

November 17, 2023

During the 2023 contract negotiations the Union submitted a demand requesting that the company registers for the Canada Green Freight Program as to enable the Owner-Operators to access the provisions contained within the agreement. This letter serves to confirm that withing (30) thirty days of the ratification of the collective agreement CNTL will register for the program.

For the Company:

For the Union:

\_\_\_\_\_  
Thomas Hennig  
Director, Trucking Operations CNTL

\_\_\_\_\_  
Dave Kissack  
President, Unifor National Council 4000

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

**January 11, 2024**

During the course of the 2023 collective bargaining process, the Union brought forward concerns raised by its membership of excessive Terminal wait times across the network.

The Company confirmed that at some locations the average Terminal wait times have increased in recent months. A number of factors may have contributed to this, including but not limited to technological and operational changes. The Parties further agree that it is in the best interests of both the members and the Company to have Owner-Operators making productive moves as opposed to idling in a Terminal.

As the operation continues to evolve to meet changing business needs, the Company agrees that consultation will help minimize the negative impact on Owner-Operators. For this reason the Company agrees to share data about Terminal turn times upon request from the Regional Representative.

At the request of any Party there will be a meeting to discuss Terminal wait times, said meeting to involve the Regional Representative of Unifor National Council 4000, the Director of Trucking Operations of CNTL and the Director of Intermodal Operations of CN, or their respective designates.

For the Company:

Thomas Hennig  
Director, Trucking Operations President,

For the Union:

Dave Kissack  
Unifor National Council 4000

**This shall not form part of the Collective Agreement**

**March 25, 2024**

During the course of the 2023/2024 bargaining sessions, the Union brought forward concerns raised by its membership in the Calgary, Edmonton and Vancouver terminals regarding Local vs Highway work in the bid shifts.

The Parties recognize that the Company per Article 3 (b) of the Collective Agreement has the right to determine schedules of work. After review the Parties agree to the following:

- Highway work will not be assigned to every bid shift at the above-mentioned locations.
- There will be three types of shifts: Local; Local & Highway; and Local, Highway & US work.
- The Company will decide how many bids require Highway work to ensure the business is protected.
- Should there be a lengthy rail outage or customer requirement that requires more trucks to go on the Highway than bid shifts, it will be handled as follows:
  - Request for volunteers to cover the requirement;
  - If not enough volunteers, Highway will be assigned in reverse seniority order (Junior to Senior order).
  - All trucks are eligible to be assigned Highway work under these circumstances.

For the Company:

---

Thomas Hennig  
Director, Trucking Operations

For the Union:

---

Dave Kissack  
President, Unifor National Council 4000

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

January 11, 2024

During the 2023 round of collective bargaining the Union raised concerns regarding specific issues in the Montreal terminal. The principal areas of concern revolved around dispatch issues, inconsistent rates in the Schedule B and inaccurate mileage which may not be consistent with the mileages identified under the PC Miler "Most Practical Route Version 31".

The Parties agree to provide remedy retroactive to January 1, 2024, in instances where Owner-Operators have been inaccurately paid as a result of the incorrect zone rates.

The Parties mutually recognize the excessive time constraints to both the Owner-Operators and the operation when trucks are dispatched from zones 22,23,24,25, and 33 to zones 20 and 21 (North Shore to South Shore) and zone move 26-22 will therefore moving forward will not assign dispatch to owner operators to these zones from the forestated zones.

Additionally, zone rate errors in the Schedule B for the Montreal Terminal were identified in the following zones and the parties have therefore agreed to change the rates for the following zones-to be consistent in both directions:

Zone	Current Rate	Adjusted Rate
28-14	\$46.16	\$80.09
28-10	\$42.72	\$46.72
28-19	\$75.94	\$88.90
28-20	\$59.90	\$76.08
28-30	\$74.80	\$85.60
28-32	\$64.50	\$73.61

The Parties also agree to perform an entire review of all highway mileage in Montreal and where necessary make changes to ensure the mileages accurately reflect and are consistent with those identified in the PC Miler Most Practical Route Version 31. Such a review will take place within ninety (90) days of ratification of the memorandum of settlement.

Yours Truly,

I Concur,

James McKay  
Senior Manager, Road Operations

Dave Kissack  
Unifor National Council 4000

**This shall not form part of the collective agreement**

**January 12, 2024**

During the course of 2023 collective bargaining the Parties discussed the need to review the short highway cut-off across the network.

The Parties agree that the Director, Trucking Operations, CNTL and the Regional Representative of Unifor National Council 4000 will conduct joint reviews, with the participation of each Local Representative, to identify where it is practicable to extend the cutoff to 104 miles from the current 70. No changes will be made without the express agreement of both Parties.

Said reviews will be conducted during the closed of period of the current Collective Agreement.

Yours Truly,

I Concur,

Thomas Hennig  
Director, Trucking Operations, CNTL

David Kissack  
President, Unifor National Council 4000

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

January 12, 2024

This is in response to our discussions regarding DEF (Diesel Exhaust Fluid).

The Parties agree the Company will allow the Owner-Operators to purchase DEF with their Company issued fuel cards and then have those DEF purchase amounts deducted from the Owner-Operators semi-monthly compensation.

The Parties agree that once a spend trend has been established (most likely in Year 2 or 3), the Company will attempt to negotiate a price reduction for DEF with the fuel suppliers.

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

Yours truly,

I Concur,

---

Thomas Hennig  
Director, Trucking Operations CNTL

---

Dave Kissack  
Unifor National Council 4000