

MEMORANDUM OF SETTLEMENT

Dated

September 12, 2019

Between

CANADIAN NATIONAL TRANSPORTATION LIMITED (CNTL)

And

UNIFOR – NATIONAL COUNCIL 4000

RE:

**Application of collective agreement changes for Owner-Operators covering the
Years 2019, 2020, 2021, 2022 & 2023 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.

WJ, BK 087

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 September 16, 2019 and ending December 31, 2023.

2. COMPENSATION:

- Effective the second regular payment period following ratification, terminal wait time, customer wait time, and zone rates will increase by \$1.00 each and mileage rates will increase by 2.5%.
- Effective January 1, 2020, terminal wait time and customer wait time will increase by \$1.00 and zone rates will increase by \$1.00 each and mileage rates will increase by 2.5%.
- Effective January 1, 2021, terminal wait time and customer wait time will increase by \$1.00 and zone rates will increase by \$1.00 each and mileage rates will increase by 3%.
- Effective January 1, 2022, terminal wait time and customer wait time will increase by \$0.50 and zone rates will increase by \$1.00 each and mileage rates will increase by 3%.
- Effective January 1, 2023, terminal wait time and customer wait time will increase by \$0.50 and zone rates will increase by \$1.00 each and mileage rates will increase by 3%.
- Safety Bonus is modified and Fuel Conservation Allowance of \$500 payable at the time of the Safety Bonus, as per Appendix 24 and eligibility.
- Special Zone Adjustments as per "Attachment W"

***Lump Sum bonus upon ratification. In recognition of the five-year extended term of the contract, the Company will pay within 30 calendar days after ratification, a lump sum of \$1,000.00 to all Owner-Operators in active service on the date of ratification.**

3. RECOGNITION AND REPRESENTATION:

NEW Article 1.12 to be added:

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).

 2

4. PROBATIONARY PERIOD:

Article 6.1 to be replaced with:

Owner-Operators shall be considered as being on probation until they have completed 100 work shifts under contract with the Company. If considered to be unsuitable during such period, the Owner-Operator will not be retained. This shall not deny an Owner-Operator the right to appeal the matter in the grievance procedure. 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.

NEW Article 6.2 to be added:

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.

5. PROGRESSIVE DISCIPLINARY MEASURES:

Article 8.1 to be replaced with:

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.

Article 8.2 To be intentionally left blank.

Article 8.3 (b) iii to be replaced with:

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.

Article 8.3 (c) to be replaced with:

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.

Article 8.7 to be replaced with:

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 employee and his/her representative will be asked to initial the pages of the transcript to signify accuracy of the transcript.

Article 8.9 to be replaced with:

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.

Article 8.10 to be replaced with:

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

WA BH OSA

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.

Article 8.11 to be replaced with:

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.

Article 8.13 NOTE to be deleted.

Article 8.14 to be replaced with:

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.

NEW Article 8.15 to be added:

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.

6. ALLOCATION OF WORK:

Article 9.2 to be replaced with:

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.

NEW Article 9.4 to be added:

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 rebulletined 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. 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.

NEW Article 9.5 to be added:

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.

7. SUB-CONTRACTING:

NEW Article 11.4 to be added:

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.

8. PAYMENT FOR SERVICES AND EQUIPMENT:

Article 12.4 to be replaced with:

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.

9. BEREAVEMENT LEAVE:

Article 13.1 to be replaced with:

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.

Handwritten signatures and initials in blue ink, including what appears to be 'ALZ BX' and 'DGA'.

10. INSURANCE ALLOWANCE

In recognition of Owner-Operators' on-going commitment to improve safety and to assist with the acquisition of safety appliances for their vehicles, the Company will grant a one-time allowance of \$1,000.00 to each Owner-Operator in active service on December 1, 2020.

11. GENERAL:

Appendix 3 to be amended by including:

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

Appendix 6 to be amended by including:

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.

Appendix 16 to be replaced with (Attachment A) regarding second shift.

Appendix 18 (Attachment B) to be added regarding the standard contract and schedules.

Appendix 19 (Attachment C) to be added regarding the process to amend provisions of the collective agreement.

Appendix 21 (Attachment E) to be added regarding the scheduling of maintenance time.

Appendix 22 (Attachment G) to be added regarding potential health and safety issues.

Appendix 23 (Attachment H) to be added regarding concerns pertaining to dispatch services.

Appendix 24 (Attachment J) to be added regarding Safety Bonus and Fuel Conservation Allowance.

Appendix 25 (Attachment N) to be added regarding cleaning a container.

Appendix 26 (Attachment P) to be added regarding truck specification.

12. DURATION OF AGREEMENT:

Article 12.4 to be replaced with:

The 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 as of September 1, 2023, 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 December 1, 2018.


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, except as otherwise noted. The Union negotiating committee will use its best efforts and recommend ratification of this agreement based on the terms and conditions specified herein.

Signed at Montreal, Quebec, this 12th day of September 2019.


FOR THE COMPANY:



Douglas S. Fisher
Senior Director, Labour Relations and Strategy



Thomas Hennig
Director, Trucking Operations CNTL



James McKay
Sr. Manager, CN Road Operations

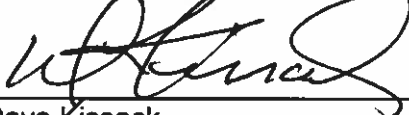


Melanie Martens
Human Resources Business Partner


FOR THE UNION:



Barry Kennedy
National Representative, Unifor




Dave Kissack
President, Unifor National Council 4000




Wesley Gajda
Regional Representative, Unifor Council 4000



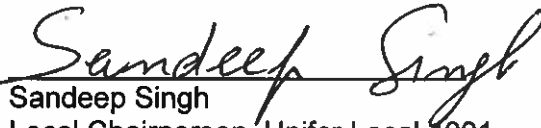
Steven Harding
President, Unifor Local 4005




Makcel Beausoleil
Local Chairperson, Unifor Local 4004



Perminder Sekhon
Bargaining Representative, Unifor Local 4003



Sandeep Singh
Local Chairperson, Unifor Local 4001



Majid Muhammad
Local Chairperson, Unifor Local 4002



OK DSA

Attachment A:

Appendix 16

September 12, 2019

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.

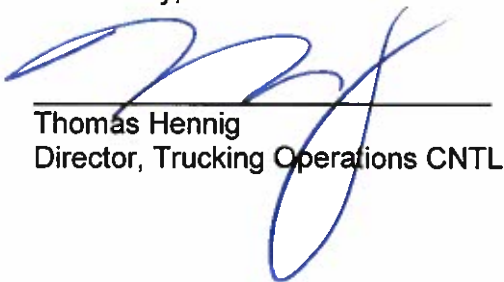
The refusal of an Owner-Operator to accept a voluntary offer of a second shift, will only result in his/her name being moved to the bottom of the calling roster.

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

9
CCL 11/8/19 OK

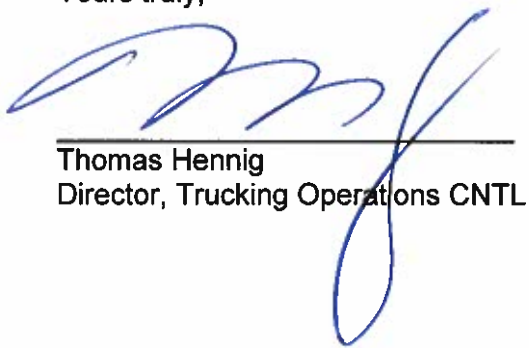
Attachment B:

Appendix 18

September 12, 2019

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

Attachment C:

Appendix 19

September 12, 2019

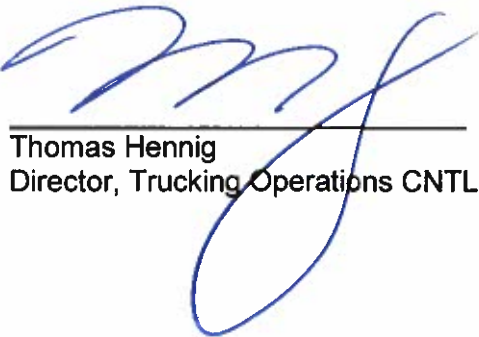
This is to confirm that only those provisions specifically identified within the provisions of the collective agreement, as being subject to modification by local agreement, may be amended pursuant to agreement by the Local Chairperson of the Union and the local manager of the Company. Only those provisions 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

CEL 11/5/19

BK

Attachment D:

Appendix 20

September 12, 2019

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:

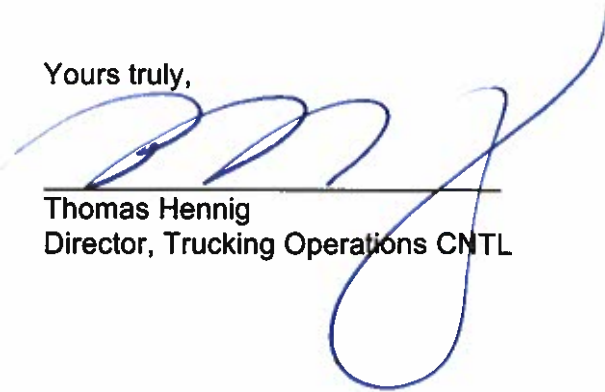
Should a medical emergency arise that prevents an Owner-Operator from providing services as required by the Standard Contract, he/she may be granted a temporary exemption from those obligations under Schedule C –DISPATCH, items (5) and (6). The Owner-Operator must advise Dispatch and/or the Driver Manager 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

W. OSA BK

Attachment E:

Appendix 21

September 12, 2019

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

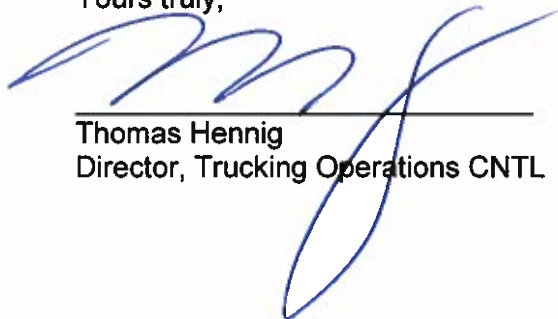
Each Owner-Operator may be granted two, one week (7 calendar days) periods free from the dispatch obligations of the Standard Contract. These periods will be granted in seniority order within the terminal. The Owner-Operator is under no obligation to take such time but nonetheless is required to ensure 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%.

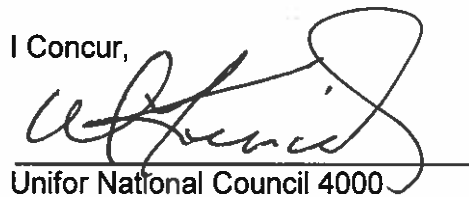
If this represents our agreement, please countersign below signifying your concurrence.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

I Concur,



Unifor National Council 4000

Handwritten initials: ulz, DSA, BK

Attachment F:

This letter will not form part of the Collective Agreement

September 12, 2019

This is in reference to the allegations that Owner-Operators may have been asked to perform, or felt pressure to perform, work that is contrary to provincial or federal laws, statutes or regulations (for example overweight loads, hours of service limitations or others).

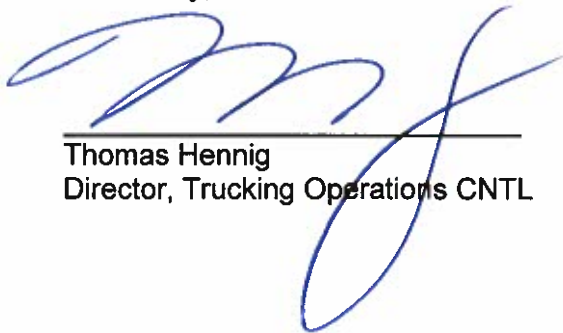
CNTL adamantly denied such allegations, but to ensure there is no confusion, this letter will confirm that if any Owner-Operator feels he/she is being asked to perform any work in contravention of any federal or provincial law, statutes, or regulation, he/she should immediately contact the Driver Manager and advise him/her of their concerns. The Driver Manager will, where necessary, intervene to ensure compliance.

CNTL is committed to ensuring all our partners operate safely and in compliance with all legal and regulatory standards, at all times.

A copy of this letter will be provided to all Driver Managers and the Dispatch staff to ensure a common understanding.

I trust this addresses your concerns.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

Attachment G:

Appendix 22

September 12, 2019

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

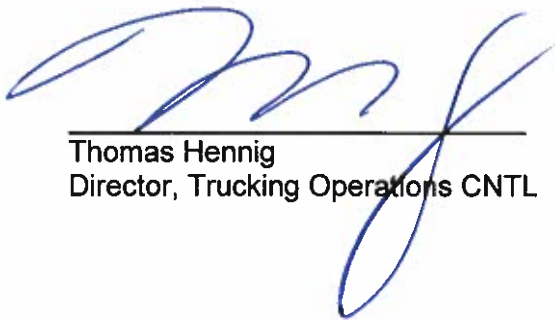
In resolution of your demand, the Company is willing to convene national level meetings, with up to three (3) designated CNTL Owner-Operator representatives of the Union, and the Senior Regional Representative Union responsible for servicing the Owner-Operators to discuss and review unresolved local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

Attachment H:

Appendix 23

September 12, 2019

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

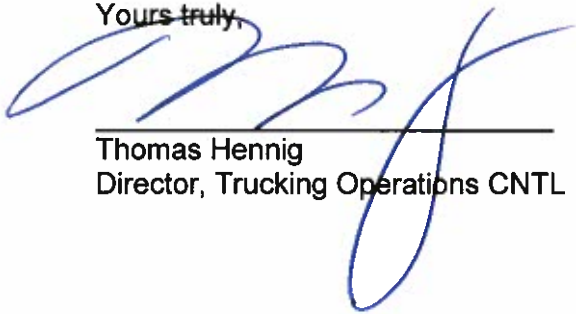
The Company reiterated its commitment to ensure the best possible dispatching and coordination of its operations, however, there are times when challenges arise that impact this objective.

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,



Thomas Hennig
Director, Trucking Operations CNTL

I Concur,



Unifor National Council 4000

Attachment I:

This letter will not form part of the Collective Agreement

September 12, 2019

This is in response to the concerns raised by the Union pertaining to the potential benefits and cost savings from a joint attempt to negotiate a fleet rate with Michelin, Bridgestone, Goodyear, BFGoodrich, Firestone, General Tire, or other suppliers of essential consumables, as well as manufacturers of trucks.

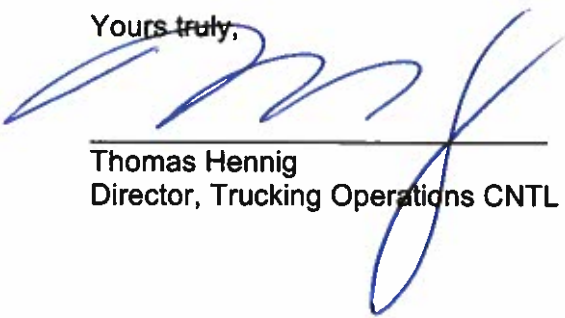
The Company agrees to the Union's suggestion that we work together, using the brand recognition both parties bring, in an attempt to achieve rebates or price reductions from major suppliers, for the benefit of the Owner-Operators.

Within sixty (60) days of ratification, the Union and the Company will each designate two (2) representatives to investigate the opportunities available, commencing with Michelin.

This Committee will meet up to three (3) times per year upon request, to study identified opportunities, reach out to prospective suppliers, and where successful, report back to the Director, Truck Operations CNTL and the Regional Representative of the Union on their findings.

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

BK
ASC-056

Attachment J:

Appendix 24

September 12, 2019

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. $(237-37) \times 70\% = 140$

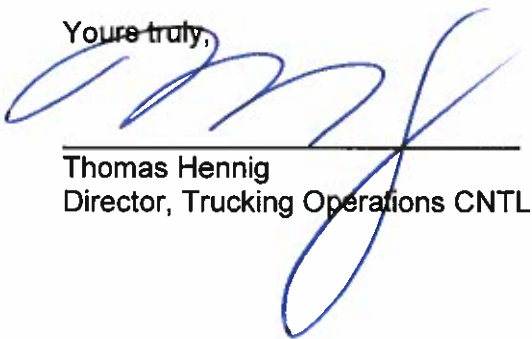
Fuel Conservation Allowance:

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.

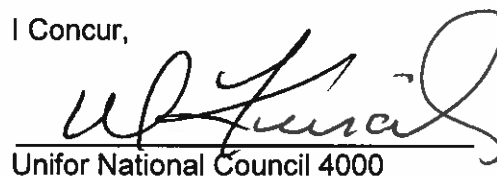
If this represents our agreement, please countersign below signifying your concurrence.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

I Concur,



Unifor National Council 4000

OK
ndc
NSA

Appendix K

This letter will not form part of the Collective Agreement

September 12, 2019

This is in response to our discussions on truck specifications, particularly relating to “daycabs” type of trucks being permitted in the fleet.

The Parties agree to continue the discussions on this topic into the closed period, but recognizing that a terminal by terminal review is appropriate.

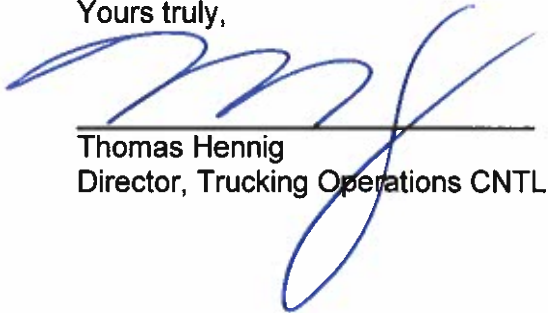
During these discussions, the following shall be reviewed:

- The total number of daycabs that might be permitted at each terminal
- The method of introducing daycabs into a terminal and the impact this might have on seniority rights and Owner-Operator preferences

Upon completion of these discussions, if an agreement is reached, it shall be captured in writing and must be signed by the Director of Trucking Operations CNTL and the Regional Representative of the Union.

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

BH
WR. OSA

Attachment L:

This letter will not form part of the Collective Agreement

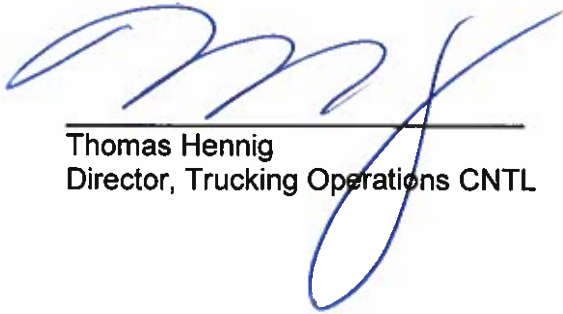
September 12, 2019

This will confirm that if an Owner-Operator is requested by dispatch to specifically use toll Highway 407, the Owner-Operator will be fully reimbursed for all charges related to that specific move.

In the event of a disagreement, the matter shall be referred immediately to the Senior Manager of Trucking Operations, for a resolution.

I trust this addresses your concerns.

Yours truly,

A large, stylized handwritten signature in blue ink, appearing to read 'THH', is written over a horizontal line.

Thomas Hennig
Director, Trucking Operations CNTL

OK
let.
OST

Attachment M:

This letter will not form part of the Collective Agreement

September 12, 2019

This confirms the Parties' agreement to explore the possibility of establishing a benefits package for the members of your bargaining unit. The basic parameters to be reviewed are as follows:

1. Unifor National Council 4000 shall canvass its membership to determine desired level of coverage
2. Owner-Operator participation rate shall be 100%
3. Unifor National Council 4000 shall provide the Company with final desired level of coverage (ex. Co-pay, deductibles, etc.)
4. Once the canvass has been completed and the plan framework clarified, the Company shall work with benefit specialists to obtain and review proposals from benefit providers
5. The determination of final plan design and provisions will be at the discretion of Unifor National Council 4000.
6. The entirety of premiums and all associated costs of the plan shall be paid for by the Owner-Operators.
7. The Company shall administer the desired level of deductions from Owner-Operators' compensation, and the remittance of the withheld monies to the selected benefit provider.

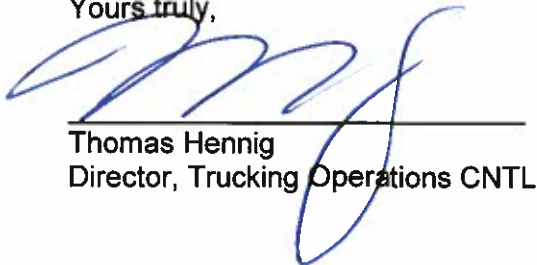
The Union will hold the Company harmless for any and all obligations or expenses related to the review, establishment, and ongoing operation of the plan and it is understood and agreed that the Company's sole obligation will be to withhold the designated premiums from the compensation owing to the Owner-Operators and remit said premiums to the selected service provider.

The Union is currently soliciting quotes and will advise the Company of its desires with regards to plan specification once the Union has completed its market assessment.

If and when the benefits package is established, the Parties will meet quarterly to review the status of the plan and discuss any issues that may arise. A representative of the provider may be invited to participate as required.

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

BK

DS DSt

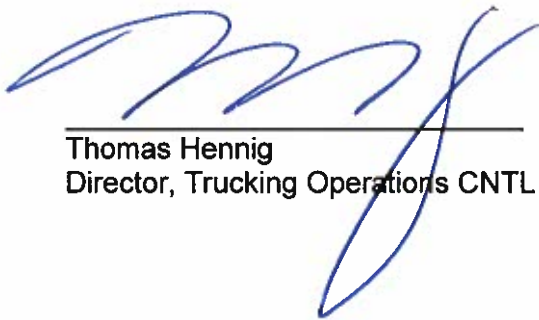
Attachment N:

Appendix 25

September 12, 2019

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

OK
10/20/19

Attachment O:

This letter will not form part of the Collective Agreement

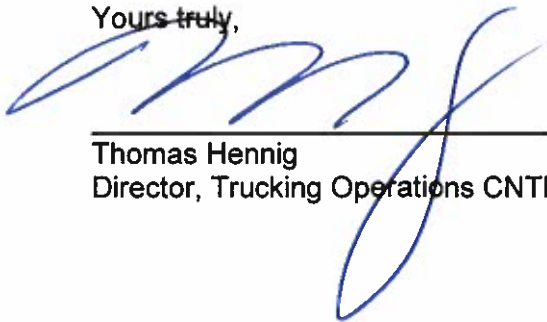
September 12, 2019

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

Upon ratification all assignments in Vancouver will be re-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.

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

cel
DST
BH

Attachment P:

Appendix 26

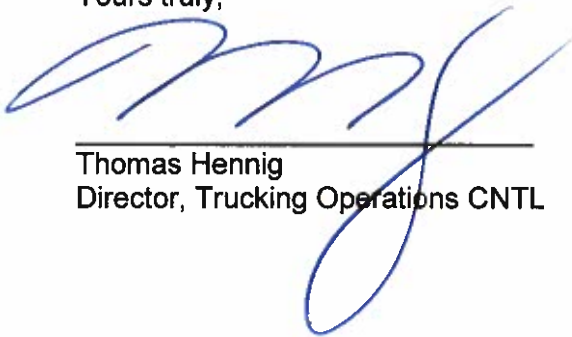
September 12, 2019

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

BH
02/05/1

Attachment Q:

This letter will not form part of the Collective Agreement

September 12, 2019

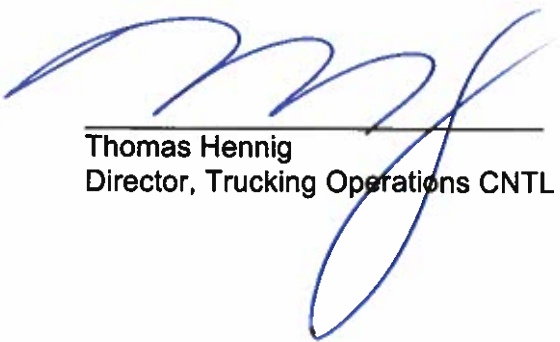
This is in response to your concerns raised regarding the hiring and onboarding of replacement drivers. While we agree that the Owner-Operator should be the primary driver of the tractor, there may be occasions when a replacement driver is necessary and permissible under the terms of the Standard Contract. It is agreed that an Owner-Operator shall not personally work for CP or its partners at any time when his/her tractor is being operated by a replacement driver, and by doing so, would be in violation of the Standard Contract.

The Company reiterates its commitment to try to ensure that the hiring and onboarding of qualified replacement drivers is managed as expeditiously as possible. That said, the Company recognizes that there are instances where the process has been hindered due to delays in obtaining information necessary for the approval process of a replacement driver, attributable to the Owner-Operator or the prospective replacement driver himself/herself.

The Company shall endeavor to implement measures aimed at expediting the approval of replacement drivers once all necessary information has been provided. Both Parties acknowledge there is also an opportunity for the Union to educate Owner-Operators and prospective replacement drivers regarding the approval process and the need to act promptly in acquiring and providing all necessary information to the Company, so that we may be able to review and validate all pertinent documentation, as quickly as possible.

I trust this addresses your concerns.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

BK
10/20/19

Attachment R:

This letter will not form part of the Collective Agreement

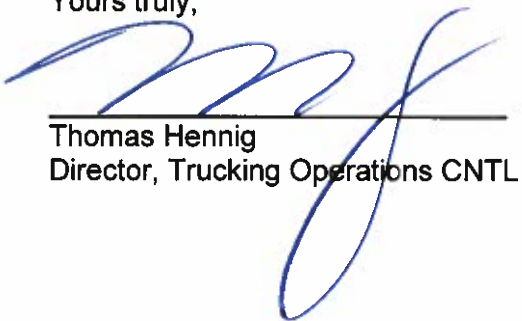
September 12, 2019

This confirms the Parties' discussion regarding the use of a CNTL branded tractor in a public event or parade.

The Owner-Operator must seek prior written consent from the Driver Manager, to facilitate the review of the request. The Owner-Operator shall submit all information at least 30 days in advance of the event, describing the event, the name of the event, the main sponsor of the event, information about the sponsor's participation and a detailed description of the flatbed and/or float that will be pulled by the CNTL tractor. Any unauthorized participation shall result in the immediate 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

BK
62051

Attachment S:

This letter will not form part of the Collective Agreement

September 12, 2019

This confirms the Parties' discussions regarding the transition to the new progressive disciplinary process as illustrated in Article 8.1 of the collective agreement.

The Parties' agree that following ratification, a meeting will occur where Local Chairpersons from the Union will be invited to review the new disciplinary process and how the transition will be made. The method of transferring current discipline and the general guidelines for the transfer will also be explained to the Local Chairpersons and the Driver Managers.

The general guiding principles for the transfer are as follows:

One incident (first strike) on the active record = 2 demerit points or less, depending on the nature of the incident.

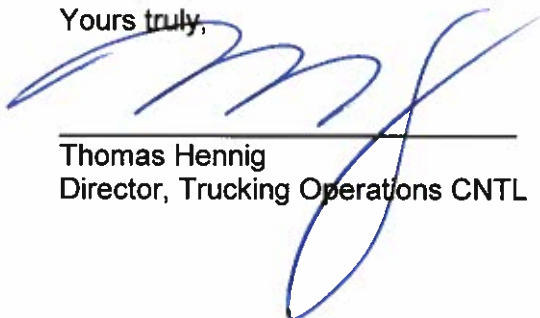
Two incidents (second strike) on the active record = from 4 to 2 demerit points, depending on the nature of the incidents.

Three incidents (third strike with a last chance) = 5 demerit points

These guidelines are not intended to be absolute. The Parties' recognize that there might be instances where the above criteria may not be appropriate due to extenuating or unique circumstances in a particular case. All discipline will be reviewed on a case by case basis, by the Driver Manager and the Local Chairperson from the Union. If there is no agreement on where the Owner-Operator should fit under the new process, the matter will be referred to the Director Trucking Operations CNTL (or his/her designate) and the Regional Representative (or his/her designate) of the Union for their decision. If there is no agreement, the matter shall be referred to the Senior Director, Labour Relations and Strategy (or his/her designate) and the National Representative (or his/her designate) of the Union for a final determination.

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

BK
OS4

Attachment T:

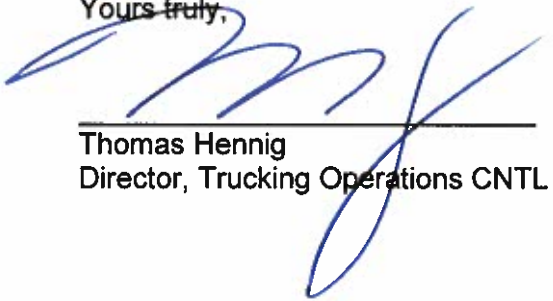
This letter will not form part of the Collective Agreement

September 12, 2019

This is in response to the discussions relating to competent impartial investigation of harassment and/or workplace violence complaints under CNTL's policy. Given the nature of the operation, it is hereby agreed that a qualified, competent investigator from the parent Company's HR department is deemed to satisfy both the qualifications and impartiality requirements of the Policy and the Code.

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

BK
DS4

Attachment U:

This letter will not form part of the Collective Agreement

September 12, 2019

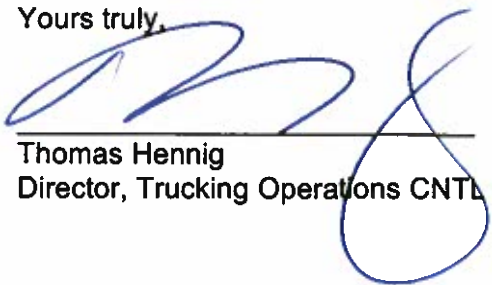
The letter is further to our discussions concerning CNTL's truck specifications.

The Company agrees to pay a lump sum allowance of \$4,500 to Owner-Operators who replace their tractors and fully satisfy the obligation of CNTL's truck specification requirements. This allowance addresses the Union's demands with regards to the cost of paint or wrap. This allowance replaces the former \$750 paint reimbursement allowance. This allowance shall be paid to an Owner-Operator only after he/she receives approval for a different tractor to replace his/her current one, with one that fully meets the specifications of "Schedule C".

The eligible Owner-Operator may only claim this allowance once during the term of the revised collective agreement. The request for payment must be accompanied by a receipt for the painting or wrapping of the tractor to be compliant with the specifications. Only one allowance may be claimed for each distinct individual tractor (single VIN) regardless of its provenance or current or previous owner or lessee.

This allowance shall remain in effect until December 31, 2023. Any claim for this allowance must be made before that date and only for compliant painting/wrapping made prior to that date.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL



Attachment V:

This letter will not form part of the Collective Agreement

September 12, 2019

The letter is in response to our numerous discussions during national negotiations concerning Calgary rates and mountain premiums.

We have investigated the matter thoroughly and can confirm that the present rates in "Schedule B" for Calgary were not the result of national negotiations, but rather reflect the local agreement reached between the Union and CNTL.

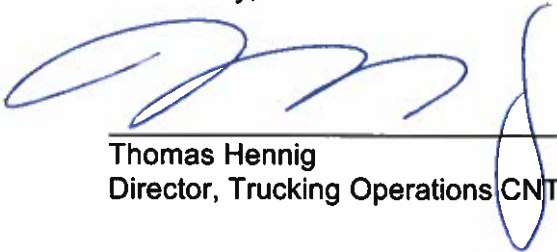
It appears that, contrary to the understanding of the Parties that former Precision rates were to continue to apply to only the former Precision drivers who were integrated into your bargaining unit, the local authorities incorporated those rates into the Calgary "Schedule B" to all Calgary Owner-Operators.

While we could undo the local agreement and realign the local rates to where they arguably should have been based on subsequent increases negotiated between the Parties, to do so would result in what we believe will be an undesirable impact on some/many of your members in Calgary and Vancouver.

Therefore, it was agreed that the parties will meet within sixty (60) days following the ratification of this collective agreement to discuss and decide on the application of appropriate mileage rates in the "Schedule B" for Calgary terminal.

If this represents our agreement, please signify your concurrence by countersigning below.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

I concur,



Unifor National Council 4000

BK

DS4

Attachment W:

This letter will not form part of the Collective Agreement

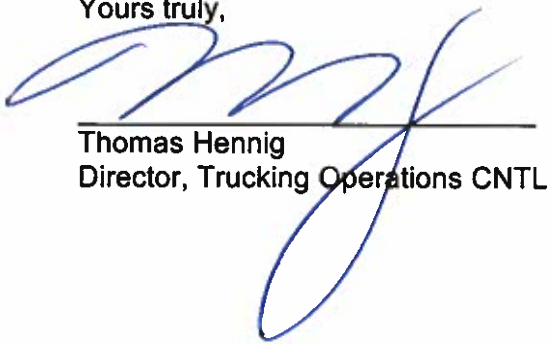
September 12, 2019

The 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.

The Company agrees to pay the following special zone adjustments:

- Moncton – Zone moves between Zone 1 and Zone 4 will be increased by \$3
- Moncton – Zone moves between Zone 3 and Zone 4 will be increased by \$3
- Montreal – Zone moves between Zone 1 and Zone 20 will be increased by \$7
- Montreal – Zone moves between Zone 1 and Zone 12 will be increased by \$5
- Montreal – Zone moves between Zone 1 and Zone 10 will be increased by \$4
- Edmonton – New Zone rate to be established for Legal, AB, rate to pay \$49.54
- Edmonton –Thorsby, AB will have a \$12 per move surcharge added
- Calgary – Zone moves between Zone 1 and Zone 3 will be increased by \$3
- Calgary – Zone moves between Zone 1 and Zone 53 will be increased by \$3
- Vancouver – Squamish, BC will have a \$20 per move surcharge added
- Winnipeg – Zone 3 will be split into 2 Zones
- Saskatoon – Zone 3 will be split into 2 Zones
- Saskatoon – Zone 6 boundary change will now be north of Circle Drive
- Brampton – Zone 13 will be split in half with a new Zone 30 rate of \$52.91
- Brampton – Zone 4 will be split in half with a new Zone 31 rate of \$44.69
- Brampton – Zone moves between Zone 1 and Zone 9 will be increased by \$4
- Brampton – Zone moves between Zone 1 and Zone 10 will be increased by \$4
- Brampton – Zone moves between Zone 1 and Zone 12 will be increased by \$4
- Brampton – Zone moves between Zone 1 and Zone 20 will be increased by \$4
- Brampton – Zone moves between Zone 1 and Zone 16 will be increased by \$4

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

BK
201057

Attachment X:

This letter will not form part of the Collective Agreement

September 12, 2019

This letter is further to our discussions concerning Brampton Intermodal Terminal.

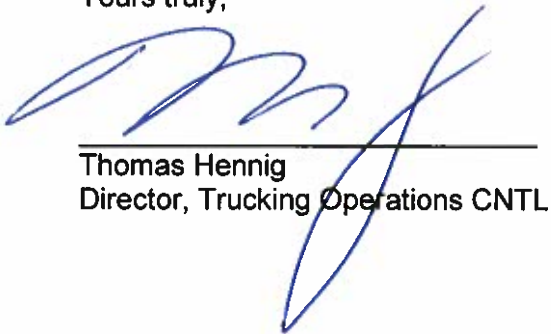
The concerns raised by your committee covered a variety of topics and issues, all of which indicate an opportunity to improve the dialogue and working relationships between the Parties at that location. While viable and mutually acceptable solutions evaded us, it was clear there was a strong interest in continuing the dialogue on those local issues and opportunities.

Therefore, it was agreed that the Parties would approach the Federal Mediation and Conciliation Service (FMCS) for assistance under their relationship development program and its various tools. It is expected that such an intervention will enable the Parties to better understand each other's interests and concerns and help them address their mutual interests in a more collaborative fashion, for the benefit of both Parties. Therefore, we agree that after ratification, the national representative of the Union and the Senior Director of Labour Relations would jointly reach out to the Head of FMCS, under the provisions of Section 105 of the Canada Labour Code to begin the process.

If this represents our agreement, please signify your concurrence by countersigning below.

Yours truly,

I Concur,



Thomas Hennig
Director, Trucking Operations CNTL



Unifor National Council 4000

BK
BE, DST

Attachment Y:

This letter will not form part of the Collective Agreement

September 12, 2019

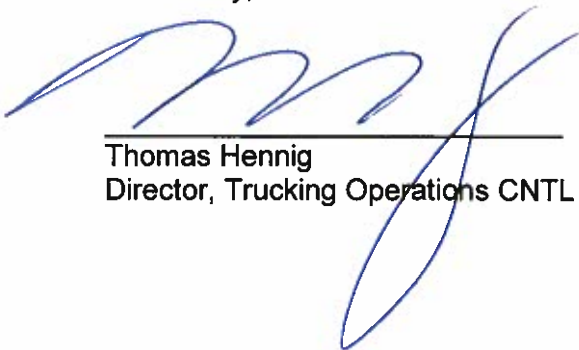
This letter is further to our discussions during our national negotiations concerning the proper application of Off Line Moves pursuant to Schedule B, established for each terminal, as set out in the Standard Contract.

The concerns raised by your committee relate to the appropriate payment when an Owner-Operator is held to perform additional zone moves at the destination city. The Union's position is that Owner-Operators who are dispatched for highway moves and later held at the destination city to perform local work at the terminal, should be paid at the established zone rate(s) at that destination terminal paid to Owner-Operators based at that terminal.

The parties commit to meet within 60 days after ratification of this collective agreement to discuss the proper application of Off Line moves and work performed at a destination terminal.

If this represents our agreement, please signify your concurrence by countersigning below.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

I Concur,



Unifor National Council 4000

OH
DZ . JSA

Attachment Z:

This letter will not form part of the Collective Agreement

September 12, 2019

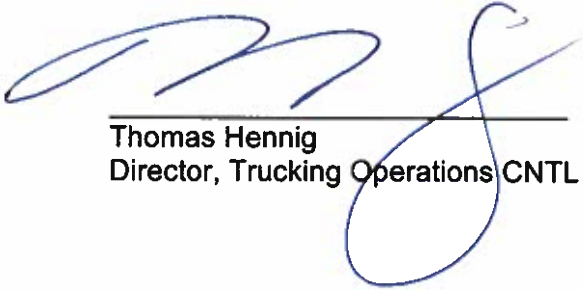
Dear Mr Kissack,

This is with regards to your concerns with respect to moves within a designated logistics park between multiple customers at the same civic address therein.

To allay your concerns, this is to confirm that, should an Owner-Operator be required to undertake assigned moves amongst multiple customers at the same civic address within one logistics park, the second and subsequent moves will be treated as an interzone move.

If this represents our agreement, please signify your concurrence by countersigning below.

Yours truly,



Thomas Hennig
Director, Trucking Operations CNTL

I Concur,



Unifor National Council 4000

BK
01057

This letter will not form part of the Collective Agreement

September 13, 2019

Dear Mr Kissack,

This letter serves to confirm the escalation process for issues related to dispatch services.

In the event an Owner-Operator wishes to raise an issue related to dispatch services, they should first speak first to their Driver Manager, who will involve the Dispatch Supervisor in an effort to resolve the issue.

If the issue remains unresolved, the Local Chairperson may escalate the matter to the Dispatch Manager.

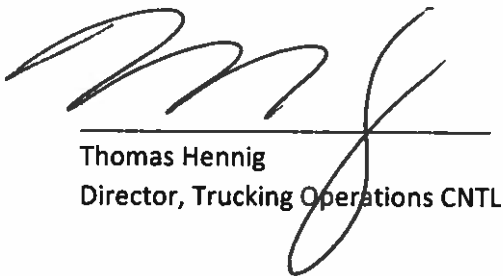
If the issue remains unresolved, the National Representative may escalate it to the Senior Manager, Road Operations.

Failing a resolution at this level, the matter must then be escalated to the Director of Trucking Operations by the National Representative or the President of Unifor Council 4000.

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