

**COLLECTIVE AGREEMENT**

**BETWEEN**



**CANADIAN NATIONAL TRANSPORTATION LIMITED**

**And**



**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**

**GOVERNING THE SERVICES OF**

**OWNER-OPERATORS**

**EFFECTIVE JANUARY 1, 2011**

**EXCEPT AS OTHERWISE INDICATED HEREIN**

**(Version française disponible sur demande)**

**12241 (05)**

## **CN EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

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

All services can be accessed by calling a 24-hour a day toll-free number (1-800-268-5211 for English or 1-800-363-3872 for French), which will connect the caller to a Care Access Center. Or you can use the Internet [www.fgiworldmembers.com](http://www.fgiworldmembers.com), user id "cn" password "cn01". All information received, beginning at the point of the initial call to the Care Access Center and continuing all the way to the closure of the client file will be treated as completely confidential, no identifying information is ever shared with CN unless the employee specifically authorizes it.

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

### Useful Contact Numbers

EFAP 1-800-268-5211 (English)

EFAP 1-800-363-3872 (French)

Human Resources Centre 1-877-399-5421

## TABLE OF CONTENTS

ART	SUBJECT	PAGE
1.	Recognition and Representation .....	1
2.	Union Dues.....	2
3.	Management Rights.....	4
4.	Strikes and Lockouts.. ..	5
5.	Grievance and Arbitration Procedures.....	5
	Grievance Procedure .....	5
	Step 1.....	5
	Step 2.....	6
	Arbitration.....	6
	General .....	6
6.	Probationary Period.....	7
7.	Seniority.....	8
	Seniority Groupings.....	8
	Seniority Lists.....	8
	Establishment of Seniority.....	8
	Corrections to Seniority Lists .....	9
	Purpose of Seniority.....	9
	Loss of Seniority.....	9
8.	Investigations & Corrective Action.....	12
	Minor Offence.....	13
	Other Offence.....	14
9.	Allocation of Work .....	16
10.	Replacement Drivers .....	17
11.	Sub-contracting. ....	18
12.	Payment for Services and Equipment .....	18
13.	Bereavement Leave.....	20
14.	Duration of Agreement.....	21

## APPENDICES

1.	Application of Article 11 in respect of Contract Trucking .....	22
2.	Wait time letter of August 22, 1998 .....	24
3.	Calculation of the mileage distances .....	25
4.	Expansion of the Duties of the Owner-Operators .....	26
5.	Discrimination and Harassment in the Workplace .....	27
6.	DET communications (deleted) .....	29
7.	Fuel.....	30
8.	Investigative Procedure (deleted).....	31
9.	Reclaimed Monies..... (Article 3.08 Standard Contract)	32
10.	Multiple Chassis.....	33
11.	Transborder Service.....	34
12.	Company Letter March 14, 2003 Concerning reinstatement of former discipline system (deleted).....	35
13.	Operation of more than one truck.....	36
14.	Grievance Tracking System.....	37
	Schedule 1 .....	39

**ARTICLE 1  
RECOGNITION AND REPRESENTATION**

**RECOGNITION**

**1.1 CANADIAN NATIONAL TRANSPORTATION LIMITED**, herein referred to as "*the Company*", recognizes the **NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**, herein referred to as "*the Union*", as the sole collective bargaining agent for all owner-operators engaged under a standard contract by the Company.

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

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

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

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

**1.6**

**(a)** It is agreed by the Company and the CAW that there shall be no discrimination or harassment towards an owner-operator based on the owner-operator's age, marital status, race, colour, national or ethnic origin, political or religious

affiliation, sex, family status, pregnancy, disability, union membership or sexual orientation.

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

(Refer to Appendix- 5)

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

## **REPRESENTATION**

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

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

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

1.11 Before hiring externally, the Company will notify the Chief Shop Steward and discuss the Company's intention to hire new Owner Operators at the terminal.

## **ARTICLE 2 UNION DUES**

2.1 The Company shall deduct from the compensation paid during the period containing the twenty-fourth day of the calendar month, from compensation due and payable, an amount equivalent to the monthly union dues of the Union subject to the conditions and exceptions set forth hereunder. Union dues in respect of

replacement drivers employed by owner-operators will also be deducted from compensation due and payable to owner-operators for the same period.

**2.2** The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this article shall be applicable to the Union on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

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

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

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

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

### **ARTICLE 3 MANAGEMENT RIGHTS**

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

- (a)** The right to engage, direct, assign, and adjust the number of owner-operators.
- (b)** The right to determine schedules of work; type of equipment; service, work and operational standards.
- (c)** The right to maintain order and to discipline for just cause.
- (d)** The right to make and enforce rules, regulations and policy.

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



## **ARTICLE 4 STRIKES AND LOCKOUTS**

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

## **ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURES**

### **GRIEVANCE PROCEDURE**

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

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

**5.3** The Company and the Union recognize that open and frank discussions will promote the resolution of grievances. Therefore, subsequent to submission of a grievance at step 1 or step 2 of the grievance procedure, each grievance will be examined in a meeting as set out in paragraph 5.5 and paragraph 5.8 and within the time frames set out therein before a decision is rendered at either of the steps of the grievance procedure.

#### **STEP 1:**

**5.4** Within ten (10) calendar days from the cause of grievance, the owner-operator and/or the chief shop steward will present the grievance to the Manager, Safety and Compliance. The grievance shall consist of a written statement explaining the cause of grievance.

**5.5** The meeting referred to in paragraph 5.3 will be held between the owner-operator and/or chief shop steward of the Union and the Manager, Safety and Compliance (or delegate), at a mutually convenient time, no later than ten (10) calendar days following the receipt of the grievance.

**5.6** Within seven (7) calendar days of such meeting, the Manager, Safety and Compliance (or delegate) will render a decision in writing.

**STEP 2:**

**5.7** Within twenty-one (21) calendar days of receiving the Manager, Safety and Compliance decision under step 1, the National Representative of the Union may present the grievance to the Director, CNTL. The grievance shall consist of a written statement outlining the Union's contentions and identify the specific provision or provisions of the collective agreement which the grievance concerns.

**5.8** The meeting referred to in paragraph 5.3 will be held between the National Representative of the Union (or delegate) and the Director, CNTL (or delegate) no later than twenty-one (21) calendar days following the receipt of the grievance.

**5.9** Within seven (7) calendar days of such meeting, the Director, CNTL (or delegate) will render a decision in writing.

**ARBITRATION**

**5.10** A grievance concerning the interpretation, application, administration or alleged contravention of this agreement or alleging that an owner-operator has been unjustly disciplined or discharged which is not settled at step 2 may be referred by either party to the Canadian Railway Office of Arbitration and Disputes Resolution for final and binding settlement in accordance with the regulations of that Office.

**5.11** The request for arbitration must be filed with the Canadian Railway Office of Arbitration and Disputes Resolution, in accordance with the regulations of that Office, within 60 days following receipt of the decision rendered at step 2 of the grievance procedure.

**GENERAL**

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

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

**5.14**

- (a) When a decision other than one concerning a claim for unpaid compensation is not rendered by the applicable officer of the Company within the prescribed time limits, the grievance may be progressed by the Union to the next step of the grievance procedure.
- (b) When a decision concerning a claim for unpaid compensation is not rendered by the applicable officer of the Company within the prescribed time limits, the claim will be paid.
- (c) The application of this paragraph 5.14 shall not constitute an interpretation of the collective agreement.

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

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

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

**ARTICLE 6  
PROBATIONARY PERIOD**

**6.1** Owner-operators shall be considered as on probation until they have completed sixty (60) days of actual service under contract to the Company. If found unsuitable during such period, the owner-operator will not be retained. This shall not deny an owner-operator of the right to appeal the matter in the grievance procedure.

## **ARTICLE 7 SENIORITY**

### **SENIORITY GROUPINGS**

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

### **SENIORITY LISTS**

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

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

### **ESTABLISHMENT OF SENIORITY**

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

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

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

## **CORRECTIONS TO SENIORITY LISTS**

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

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

## **PURPOSE OF SENIORITY**

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

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

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

## **LOSS OF SENIORITY**

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

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

- (g) If the standard contract between the owner-operator and the Company is terminated for any bona-fide reason.
- (h) If the vehicle is older than ten (10) years from the date of manufacture.

**NOTE:** Owner Operators may seek exemption from ten-year truck age mandatory rule and obtain a two-year extension, to a maximum of twelve-year truck age, provided the truck meets the service and maintenance requirements and standards of the CNTL, at the discretion of CNTL. CNTL shall not exercise its discretion arbitrarily or unfairly.

## **ARTICLE 8 INVESTIGATION & CORRECTIVE ACTION**

**8.1** Pursuant to the terms of their 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 take the following measures:

- (a) First occurrence:
  - i) Minor Offence: A written warning or written reprimand to the Owner Operator that the standard contract is liable to suspension or termination. This sanction will be removed from the Owner Operator's record if there is no further assessment of a sanction during the twelve (12) month period following the date the sanction was assessed. NOTE: The Company has the discretion to determine what constitutes a minor offence. For example, violations of federal or provincial statutes or regulations and endangering one's safety or the safety of others are not considered minor offences.
  - ii) Other Offence: A deferred suspension of the standard contract for a period of one (1) to three (3) working days depending on the nature of the failure, unsatisfactory service or misconduct. The deferred suspension will be removed from the Owner Operator's record, if there is no further assessment of a sanction during the twelve (12) month period following the date the deferred suspension was assessed.
- (b) Second occurrence: a temporary suspension of the standard contract for a period of one to five working days depending on the nature of the second occurrence of failure, unsatisfactory service or misconduct. The temporary suspension will be removed from the owner-operator's record, if there is no further assessment of any discipline during any consecutive 24 month period following the date the temporary suspension was assessed.
- (c) Third occurrence: immediate termination of the standard contract.



**8.2** Serious acts of misconduct or gross violations of the terms and conditions of the standard contract may warrant by-passing certain steps in the disciplinary process set out in paragraph 8.1.

### **Minor Offence – Corrective Process**

#### **8.3**

- a) Minor offences may be handled through a corrective process, i.e. without the necessity of an investigative hearing. This corrective process is designed to help Owner Operators modify a behaviour that is considered inappropriate while minor in nature. The intent is to allow the Owner Operator the opportunity to modify the behaviour before the situation worsens. A second occurrence of what could otherwise be considered a minor offence shall not be considered as a minor offence.
- b) The corrective process involves the following:
- (i) The minor offence will be reviewed with the Owner Operator, through a discussion, as soon as practicable by CNTL. Prior to the discussion, the Owner Operator will be afforded the opportunity (up to 24 hours) to seek Union assistance/presence for the discussion, if he/she so desires.
  - (ii) The corrective process may result in coaching and counselling. Coaching and counselling discussion(s)/meeting(s) do not constitute discipline and are not recorded on the Owner Operator's discipline record.
  - (iii) In cases where the assessment of a written reprimand or a written warning is determined by CNTL to be appropriate, the Owner Operator will be notified in writing of the sanction, within seven (7) calendar days following the corrective process unless otherwise mutually agreed.
  - (iv) The chief shop steward will be provided with a copy of such a written warning/reprimand by email or other means.
  - (v) The Owner Operator's standard contract may not be terminated under this corrective process.

- c) In the event of certain traffic / highway code violations, the corrective process may be delayed at the discretion of CNTL pending the outcome of the Owner Operator's challenge to the ticket or citation. In order to be granted a delay, the Owner Operator must have advised CNTL immediately upon receipt of notice of infraction.

### **Other Offence – Investigative Hearing Process**

#### **8.4**

- (a) Except where an issue is dealt with under the corrective process outlined in Article 8.3 above, CNTL will not impose a sanction or terminate a standard contract without cause and without first providing an opportunity for the Owner Operator to respond to allegations of failure, unsatisfactory service, misconduct, breach of contract, safety violations or other serious matters through an investigative hearing.
- (b) The Owner Operator will be notified in writing of the charges pending against him or her and the time, date and location of the investigative hearing. The Owner Operator will be given this notice forty-eight (48) hours prior to such investigative hearing. A copy of the notice will be sent to the chief shop steward by email or other means at the same time. (Note: The intention is to provide the Union with timely notice, not to allow an Owner Operator to avoid responsibility as a result of a technical breach of this provision. If an objection is raised as to alleged non-compliance with the notification provisions of Article 8, it shall be corrected by reissuance of the notice and the matter will proceed as originally contemplated by the collective agreement).

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

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

**8.7** The Owner Operator and the Union shall be given a copy of recordings, computer or other communication downloads, and any other evidence presented at the investigative hearing along with a transcript of the investigative hearing, after its conclusion.

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

**8.9** Investigative hearings referred to above should be convened as soon as practicable, but in any case, not later than twenty-one (21) calendar days after CNTL becomes aware of the alleged offence.

**8.10** In the event of certain traffic / highway code violations, the investigative hearing may be delayed at the discretion of CNTL pending the outcome of the Owner Operator's challenge to the ticket or citation. In order to be granted a delay, the Owner Operator must have advised CNTL immediately upon receipt of notice of infraction.

**8.11** Unless otherwise mutually agreed, in cases where the assessment of a sanction (written reprimand, written warning, deferred suspension, suspension or termination of contract) is determined by CNTL to be appropriate, the Owner Operator will be notified in writing of the sanction, within fifteen (15) calendar days following the completion of the investigative hearing. A copy of the notice of sanction will be provided to the chief shop steward as well.

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

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

Note: In the event that anything in this revision to Article 8 conflicts with any other provision of the collective agreement, or its appendices, this revision shall prevail.

## **ARTICLE 9 ALLOCATION OF WORK**

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

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

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

**9.2** Where in effect, assignment of starting time blocks and permanent runs will be bid for and allotted on the basis of seniority. Where in effect, starting time blocks and permanent runs will be bulletined at the terminal each January for a period of five calendar days and will be awarded to the senior owner-operator possessing the requisite equipment, licenses and permits who submits a written bid prior to the closing date of the bulletin.

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

## **ARTICLE 10 REPLACEMENT DRIVERS**

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

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

**10.3** The replacement driver must be approved in advance by the Company. Such approval will not be unreasonably withheld. When the company requires replacement drivers to take a road test for any reason, on the first two occasions the fee of the instructor performing that test shall be paid by the Company and thereafter the fees shall be paid by the owner-operator.

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

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

- a) The level of discipline assessed to the Owner Operator will not progress the Owner Operator's discipline standing by more than one step.
- b) For the purpose of calculating the safety bonus, the Owner Operator will be granted one exception to the assessment against his safety record for the life of the collective agreement.

- c) The conduct and performance of a replacement driver will not result in the termination of an Owner Operator's standard contract, although it may result in the disqualification of the replacement driver.

## **ARTICLE 11 SUB-CONTRACTING**

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

**NOTE:** Appendix I to this agreement will govern the manner in which trucking services may be sub-contracted.

### **11.2**

**(a)** At the request of either party, a meeting will be held, from time to time, for the purpose of discussing possible ways and means of having sub-contracted work performed by owner-operators.

**(b)** Where mutually agreed, the parties may amend the terms and conditions of this agreement to facilitate the performance of such work by owner-operators.

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

## **ARTICLE 12 PAYMENT FOR SERVICES AND EQUIPMENT**

**12.1** Intentionally left in blank.

**12.2** Intentionally left in blank.

**12.3** Intentionally left in blank.

**12.4** In the event that an Owner Operator is required by CNTL to operate on a temporary basis at an away from home terminal for a period in excess of 72 hours, the Owner Operator will be provided with a \$80 all inclusive per diem for each 24hour period assigned to that away from home terminal.

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

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

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

- (a)** The Company will pay owner-operators at the wait time rate for time spent in Company initiated training on the new system and attendance shall be compulsory for owner-operators and replacement drivers.
- (b)** The choice of communication devices, the supplier of the communication service, and the method of payment shall be determined by the Company. Owner-operators provided communication devices and communication services will be responsible for their care and maintenance from the date of installation in the truck in accordance with the conditions of the supplier and the Company.
- (c)** The Company will pay for the lease cost or purchase cost of the communication equipment to be used by the owner-operator. The Company will be responsible for paying

qualified persons for installation and normal maintenance of the communication equipment in the owner-operator's truck and for paying for its removal from the truck.

- (d) The use of the communication equipment in their truck shall be mandatory upon owner-operators. The Company shall retain ownership of the communication equipment but the owner-operator shall be required to utilize the equipment in accordance with company instructions and suppliers specifications and conditions.
- (e) The Owner Operator will be required to pay \$50/month for six months starting January 1, 2012 towards the cost of the new dispatch/reporting technology. Owner Operators hired after January 1, 2012 will be required to make similar payments in the first six months following their contract start date.

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

### **ARTICLE 13 BEREAVEMENT LEAVE**

**13.1** Upon the death of their spouse, child, grandchild, parent, brother, sister, step-brother, step-sister, step-parent, father-in-law, mother-in-law or grandparent, owner-operators shall be entitled to three working days' bereavement leave provided they have not less than three months' continuous contractual relationship as an owner-operator contracted with CNTL.

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



owner-operator will be based on the prior 15 day pay period divided by 15 times 40%.

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

#### **ARTICLE 14 DURATION OF AGREEMENT**

**14.1** This Agreement shall remain in full force and effect until December 31, 2014, and thereafter, subject to a 120-day notice in writing by either party to this Agreement to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 2014 unless otherwise specified herein.

Signed at Montreal, Quebec, this 23<sup>rd</sup> day of January 2011.

**FOR THE COMPANY**

**FOR THE UNION**

**Kimberly Madigan**  
For: Canadian National  
Transportation Ltd.

**Barry Kennedy**  
President, Council 4000

## APPENDIX 1

### APPLICATION OF ARTICLE 1 IN RESPECT OF CONTRACTED TRUCKING

January 23, 2011  
Barry Kennedy  
President, Council 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
14923 107 Avenue  
Edmonton, Alberta  
T5P 0X8

Dear Mr. Kennedy,

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

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

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

The company further commits that the number of Owner Operators at each terminal should be established so that each Owner Operator receives a minimum of 55 hours per week, 52 weeks per year. This may require occasional adjustments to the number of Owner Operators at each terminal. The CNTL Driver Manager or delegate and Local Union Shop Steward and/or Regional Representative will meet quarterly, at a minimum, to review the

previous three months and discuss possible adjustments to the number of Owner Operators based on traffic volumes forecasted for the next three months. Such discussion shall occur before any changes are made, whether adjustments are to increase or decrease the number of Owner Operators at a given terminal. Peak business will be managed by supplementing the Owner Operator fleet with sub-contractors.

On days when sub-contractors are working, they will be sent home first, and will not be dispatched provided an Owner Operator is present and available to do the work, provided such does not impede CNTL's ability to meet immediate customer expectations. The Company acknowledges that it has a responsibility to endeavour to contract and retain sufficient Owner Operators to meet its obligations set out in this appendix.

Yours truly,

Pierre Arsenault  
General Manager, CNTL

## APPENDIX 2

August 22, 1998

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

Dear Mr. Johnston:

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

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

Yours truly,

Ian Kelland  
Director Road Operations

### APPENDIX 3

January 23, 2011

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

Dear Mr. Kennedy:

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

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

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

Yours truly,  
Pierre Arsenault  
General Manager, CNTL

## APPENDIX 4

February 1, 2001

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

Dear Mr. Johnston:

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

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

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

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

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

Yours truly,

Ian Kelland  
Director, Road Operations

## APPENDIX 5

February 1, 2001

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

Dear Sir:

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

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

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

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

### 1.6

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

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

Yours truly,

I concur.

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

Rick Johnston  
President, Council 4000



## **APPENDIX 6**

Former Appendix 6 deleted as a result of negotiated settlement  
January 15, 2007.

## APPENDIX 7

January 23, 2011  
Barry Kennedy  
President, Council 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada)  
14923 107 Avenue  
Edmonton, Alberta  
T5P 0X8

Dear Mr. Kennedy,

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

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

Yours truly,

Pierre Arsenault  
General Manager, CNTL

I concur;

Barry Kennedy  
President CAW Council 4000

## **APPENDIX 8**

Former Appendix 8 deleted as a result of negotiated settlement  
January 24, 2011.

## APPENDIX 9

January 23, 2011

Mr. Barry Kennedy  
President CAW Council 4000  
Dear Mr. Kennedy,

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

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

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

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

Yours truly,

Mr. Pierre Arsenault  
General Manager CNTL

I concur;  
Mr. Barry Kennedy  
President CAW Council 4000

## APPENDIX 10

January 14, 2007

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

Dear Mr. Fitzgerald,

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

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

Yours truly,

James Cairns  
Assistant Vice-President IMX

I concur;

Robert Fitzgerald  
President Council 4000

## APPENDIX 11

January 14, 2007

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

Dear Mr. Fitzgerald,

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

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

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

Yours truly,

James Cairns  
Assistant Vice-President IMX

## **APPENDIX 12**

Former Appendix 12 deleted as a result of negotiated settlement  
January 24, 2011.

January 23, 2011

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

Dear Mr. Kennedy:

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

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

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

Yours truly,

Pierre Arsenault  
General Manager, CNTL



## APPENDIX 14

January 23, 2011

Barry Kennedy  
President, Council 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)

Dear Mr. Kennedy:

During negotiations between CNTL and the CAW, the Company served a proposal to implement the Grievance Tracking System (GTS). The benefits of the GTS are as follows but not limited to:

- 1) Real time filing and responses to grievances.
- 2) Electronic tracking by both the Company and Union, of all (outstanding) grievances and (outstanding) responses.
- 3) Cost savings of postage, paper, envelopes, photocopies, toner and fax related phone line costs.

Based on our discussions during bargaining, the Union has agreed to a pilot project for the CNTL-Owner Operators group, as follows:

The parties agree to a twelve (12) consecutive month pilot that will commence no later than June 1, 2011, which may be extended by mutual agreement.

All timely outstanding grievances that were properly filed in the traditional manner (paper copies) will be honoured, and after the date of implementation, only those grievances filed in a timely manner within the GTS will be recognized.

Prior to the implementation date, the Company and the Union will meet in an attempt to resolve any outstanding grievances that were properly filed in the traditional, manual manner.

Following the implementation of the GTS, a sub-committee comprised of Management and Union officials will monitor this pilot program and the possibility of extending GTS to Agreement 5.1 and the Supplemental Agreement during the life of the collective agreement. This sub-committee will also discuss any problems

associated with the GTS, including program and technical changes that may be necessary based on the work environment of CNTL Owner Operators.

During the one year term of this pilot project, the parties agree to temporary amendments to the provisions of Article 5 of the CNTL/CAW Owner Operator Agreement, as per Schedule 1 attached.

Should the GTS pilot project not be extended beyond its one year time period, the provisions of Article 5 as outlined under Schedule 1 will no longer apply and the parties will revert to the application of Article 5 as outlined in the collective agreement.

CNTL will ensure that designated union representatives will be trained in the use of GTS prior to implementation at each terminal.

Yours truly,

I CONCUR.

Pierre Arsenault  
General Manager

Barry Kennedy  
President, Council 4000

## **SCHEDULE 1**

### **ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURES**

#### **GRIEVANCE PROCEDURE**

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

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

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

#### **Step 1**

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

#### **Step 2**

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

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

#### **Step 3**

**5.6** Within forty-five (45) calendar days of receiving decision under Step 2, the designated Representative of the Union may

appeal to the designated Senior Company officer. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the collective agreement, the statement shall identify the article and paragraph of the article involved.

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

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

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

#### **ARBITRATION:**

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

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

**5.10** Intentionally left blank

**5.11** Intentionally left blank

**5.12 to 5.17** see Collective Agreement