

## **MEMORANDUM OF SETTLEMENT**

Dated

March 20, 2023

Between

**CANADIAN NATIONAL RAILWAY COMPANY**

And

**UNIFOR – Council 4000**

**Agreement Clerical (5.1), Intermodal Supplemental and the ESIMA**

RE:

Application of Wage Increases and Other Changes Covering the Years 2023, 2024  
Rates of Pay effective as indicated

Rules and Benefits effective the 1<sup>st</sup> of the month following ratification, or as otherwise  
indicated

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

1. Term of Contract

Collective Agreement 5.1 & Supplemental, covering employees represented by Unifor Council 4000, will be renewed for a period of 2 years commencing January 1, 2023.

2. Wages

a) Effective January 1, 2023, a wage increase of 3.25% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2022. Retroactive payments to all active employees will be made within sixty (60) days following the ratification.

b) Effective January 1, 2024, a wage increase of 3% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2023.

3. Market Adjustment

A fifty cents (\$0.50) market adjustment will apply to all classifications and will be effective January 1, 2024. The 2024 wage increase of 3% will be applied to the new adjusted hourly rate.

4. Lump sum

A lump sum payment of \$1,500 will apply to all employees who are active at the time of ratification.

5. Train Passes

Train Passes are renewed in accordance with Attachment "A".

6. Employee Share Investment Plan

The Company Employee Share Investment Plan will continue to be made available to eligible employees in accordance with the terms of the Plan. The Company may, at its discretion, alter, amend, revise or discontinue the Plan, in any manner, in whole or in part provided thirty days' notice in writing is given to the Union. This provision will not form part of any Collective Agreement.

7. Dental Benefits

For treatment commencing on or after the first of the month following ratification, covered expenses will be defined as the amounts in effect on the day of such treatment as specified in the relevant provincial Dental Association Fee Guides for the year 2023, or

as defined by the dental plan insurer in the event that a province no longer produces a Dental Association Fee Guide.

For treatment commencing on or after January 1, 2024, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2024, or as defined by the dental plan insurer in the event that a province no longer produces a Dental Association Fee Guide.

The maximum annual benefit for the Dental plan will be increased from \$1,975 to \$2,050 for treatment commencing on or after the first day of the month following ratification.

8. Basic Life Insurance

Effective the first of the month following ratification, the amount of Basic Life Insurance will increase from \$54,000 to \$55,000.

Effective January 1, 2024 increase from \$55,000 to \$56,000.

9. Optional Life Insurance

Effective the first of the month following ratification, Optional Life Insurance will be available for employees' dependant children in units of \$5,000 up to a maximum of \$25,000.

10. Extended Health Care Plan

Effective the first of the month following ratification, coverage for prescription drugs shall be based on the lowest priced generic or biosimilar drug.

Effective the first of the month following ratification, care provided by social workers (Masters of Social Work), Canadian certified counsellors, **provincially certified counsellors, and orientation counsellors** shall be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan. These providers will be covered under the same annual maximum as the psychologist and psychotherapist for a combined annual maximum of **\$1,500.**

Effective the first of the month following ratification, care provided by acupuncture and speech therapy shall be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan. These providers will be covered under the same annual maximum as the massage therapist, osteopath and naturopath for a combined annual **maximum of \$250 with no maximum amount per visit.**

Effective the first of the month following ratification, charges for outside of province of residence services and emergency medical treatment of illness or injury sustained while travelling outside of Canada that exceed the amount covered by the provincial government plan, will be reimbursed **100%**, after the payment of any applicable deductible under the Extended Health Care Plan, for travel up to **60 consecutive days**, for the following services in case of an emergency:

- semi-private hospital room;
- other hospital services;
- hospital out-patient services.

Effective the first of the month following ratification, laboratory tests and radiology for diagnosis of a disease or injury shall be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan up to an annual maximum of \$500. The requirement to be prescribed by a physician to be eligible expenses has been removed.

Effective the first of the month following ratification, one eye exam shall be covered every 24 months and be eligible for an 80% reimbursement with **no maximum amount per visit** (every 12 months if under age 18) after the payment of any applicable deductible under the Extended Health Care Plan. Eligible amount will be considered based on the reasonable and customary charges in the area where the services are received.

Effective the first of the month following ratification, one claim for eyeglasses, contact lenses (except disposable) and laser surgery shall be covered for a maximum reimbursement of **\$275** every 24 months (every 12 months if under age 18).

Effective the first of the month following ratification, smoking cessation drugs, including nicotine substitutes shall be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan up to an annual maximum of \$500.

Effective the first of the month following ratification, private duty nursing shall be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan up to an annual maximum of \$10,000.,

Effective the first of the month following ratification, insulin pumps shall be added to the category of diabetic equipment which is eligible for 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan.

#### 11. Lifetime and Annual Maximums for Extended Health Care Plan

Effective the first of the month following ratification, the lifetime maximum will be \$57,000.



Effective January 1, 2024, increase from **\$57,000 to \$61,000.**

12. Short Term Disability

Effective the first of the month following ratification, increase the short-term disability weekly maximum from \$810 to \$820 for new claims.

Effective January 1, 2024, increase the maximum to \$830 for new claims.

**WORK RULES – 5.1**

13. Article 2 – Recognition and Scope

Amend Article 2.3 as follows:

The selection of a suitable employee to fill an opening in the following classifications shall be made from the employees without the necessity of bulletining and the appointment shall not be subject to appeal:

Secretary

Rate Advisor

Import Clerk, Vancouver, British Columbia Area

Export Clerk, Vancouver, British Columbia Area

Special Traffic Clerk, Vancouver, British Columbia Area

Special Traffic Clerk, Edmonton, Alberta Area

Senior Representative, Payroll

Senior Service Representative

Senior Service Delivery Representative

Garage Foreman

Foreman Mechanic

Lead Hand RAC Advisor

**Senior Representative Accounts Receivable (J Level as per appendices 10)**

**Senior Representative Accounts Non-freight (J Level as per appendices 10)**

**Senior Representative Accounts Payable (J Level as per appendices 10)**

While filling any of the above positions, employees will retain their seniority in the group from which selected. **Selection of candidates for these positions will be based on standardized criteria. Upon request all applicants may have a union representative present in any interviews and if unsuccessful will be provided feedback upon request with their union representative present.**

14. Article 4 – Hours of Work

15.

Amend Article 4.7 as follows:

The start time of employees on regular assignments shall be the same on all days of the week unless agreed otherwise locally. Not less than ~~72~~ **96** hours' notice will be given when changes are required. The employee and the Local Chairperson shall be notified in writing of such changes. Regular relief assignments will correspond to the starting time, duties and work locations of the employee relieved.

Amend Article 4.15 as follows:

Notwithstanding the provisions of articles 4, 5 and 6, regular assignments consisting of four (4) days of ten (10) hours may be established as mutually arranged. **Employees required to work on ten-hour shifts will be permitted a second thirty-minute break. If applicable, this break will be paid.**

When conditions require, other shift arrangements may be established by mutual agreement. Agreement will not be unreasonably or arbitrarily withheld. When a mutual agreement cannot be achieved, the matter will be discussed as quickly as possible between the functional leader and the designated representative of the Union with a view to reaching agreement that satisfies the concerns of both parties.

Note: It is agreed that where the requirements of the business allow the rest days of an assignment will be scheduled consecutively but each work week will have at least two consecutive rest days.

16. Article 11 – Seniority

17. 11.1 Employees will be considered on probation until they have completed 90 days **or 720 hours whichever comes first**, of actual work in the service of the company. If considered unsuitable during the probationary period, employees will be subject to an investigation under Article 24.2, after which such employees may not be retained in service.

Amend Article 11.9 (b) as follows:

When employees are released from excepted employment, except at their own request or as provided in paragraph 12.19, such employees may exercise their seniority rights to the position held by the junior employee on the same shift, classification and department that they held at the time of being promoted. Should they have insufficient seniority to displace the junior employee, then they must displace the junior employee on any position for which they have the seniority and qualifications. Employees must make their choice of a position, in writing, within ten calendar days from the date of release from excepted employment and commence work on such position within 30 calendar days

from the date of release from excepted employment. Failing this, they shall forfeit their seniority and their names shall be removed from the seniority list.

NOTE: When an employee is temporarily promoted to an excepted position:

- (i) **for less than ten (10) months by reason of the regular incumbent having elected Maternity or Child Care Leave, and all other cases.**

18. Article 12 – Bulletining and Filling Positions

Amend Article 12.5 as follows:

When the starting time of a permanent assignment is changed more than two hours but less than eight hours, or the rest days are changed, such assignment will be considered vacant and advertised at the terminal. The incumbents of such assignments may exercise their seniority ~~to another assignment at the same rate or lower rate of pay~~ **to another permanent assignment for which they are qualified** within the terminal. The employees affected thereby will also exercise their seniority to another permanent assignment within the terminal. Such employees will be considered as displaced within the meaning of Article 13.

Amend Article 12.13 as follows:

Employees appointed to an assignment bulletined in accordance with paragraph 12.1 may be permitted to assume such assignment within 45 calendar days in their appointment, or on completion of their present temporary assignment. **If the rate of the awarded assignment is higher, employees will be compensated at such higher rate if held in excess of 21 calendar days. If they are held more than 45 days, the Company will be required to train the senior unqualified applicant who has applied to relieve the incumbent.** Employees appointed to an assignment bulletined in accordance with paragraph 12.1 may be required to remain on such assignment for up to 9 months. **Grievances filed on this Article will commence at the designated officer level of the grievance procedures.**

19. Article 24 – Discipline and Grievance Procedure

Amend Article 24.2 as follows:

Investigations in connection with alleged irregularities will be held as quickly as possible. Employees may be held out of service for investigation (not exceeding three working days). Except as provided under Article 24.3, "Corrective Behavior -Informal Investigation", when a formal investigation is to be held, the employee and the designated Union representative will be given at least forty-eight (48) hours' **written** notice of the investigation and will be notified of the time, place, and subject matter of



such investigation. (A copy of the notice for an investigation will be given to the local chairperson.) This shall not mean that the proper officer of the Company, who may be on the premises when the cause for investigation occurs, shall be prevented from holding an immediate investigation.

Investigations will be held during the employee's regular working hours, as far as practicable. Investigations held outside the employee's working hours will not be null and void.

Employees may only, if they so desire, have the assistance at the investigation of one or two co-workers, which could include their local chairperson or authorized committee members of the union who are employees of the Company, or the Union's Accredited Representative. At the beginning of the hearing, the employee (and the authorized representative if present) will be provided with a copy of all the ~~written~~ evidence that is to be introduced **and provided sufficient time to review the evidence.** The employee and the authorized representative will be given an opportunity through the presiding officer to ask relevant questions of the witnesses present at the hearing. The questions and answers will be recorded, and the employee and the authorized representative will be furnished with a copy of statements and all evidence presented.

20. Article 28.16 – General

Amend Article 28.16 as follows:

Where an automobile mileage allowance is paid, such allowance will be ~~33~~ **50** cents per kilometre.

21. Article 31 – Bereavement Leave

Amend Article 31.1 as follows:

Upon the death of an employee's spouse, child, stepchild, **stillborn child** or parent, the employee shall be entitled to ~~five (5) working days bereavement leave without loss of pay~~ **a total of ten (10) working days of which five (5) working days' leave will be fully paid** provided that the employee has not less than three months' cumulative compensated service.

Amend Article 31.2 as follows:

Upon the death of an employee's brother, sister, ~~stillborn child~~, stepparent, father-in-law, mother-in-law, stepbrother or stepsister, grandchild or grandparent, the employee shall be entitled to three (3) working days' bereavement leave without loss of pay **and an unpaid leave of seven (7) days** provided that the employee has not less than three months' cumulative compensated service.



Add a new paragraph 31.4:

**Scheduling**

Bereavement leave may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of the deceased person occurs. At the request of the employee, the Company may extend, in writing, the period during which the leave of absence from employment may be taken.

**Division of leave**

The leave of absence may be taken in one or two periods. The Company may require that any period of leave be of not less than one day's duration.

**Notice to Company**

Every employee who takes the leave of absence shall, as soon as possible, provide the Company with written notice of the beginning of any period of leave of absence and of the length of that leave.

22. Article 34 Shift Differentials

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of ~~seventy five cents (75)~~ **one dollar and fifty cents (\$1.50)** per hour.

Employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of ~~one dollar (\$1.00)~~ **two dollars (\$2.00) per hour.**

Overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

23. Article 37 – Printing of Agreements

Amend Article 37.1 as follows:

Effective the first of the month following ratification, the Company agrees to undertake the responsibility for the printing **a total of 1700 copies, including 250 in French**, of the collective agreements within 60 days of signing the 5.1 Master Agreement. In addition, the Company will examine the feasibility of combining the Benefit Booklet, the ESIMA and the 5.1 Collective Agreement into one document.

**WORK RULES – INTERMODAL SUPPLEMENTAL**

24. Article 6 – Probationary Period

Amend Article 6.1 as follows:

Employees shall be considered as on probation until they have completed ninety (90) days or **720 hours, whichever comes first**, of actual work in the service of the Company. If found unsuitable during such period, the employee will not be retained. This shall not deny an employee the right to appeal the matter in the grievance procedure.

25. Article 10 – Lead Hand and Dispatcher Classifications

Amend Article 10.1 as follows:

An employee's qualifications to fill lead hand, **lead hand mechanic, lead hand clerk** and dispatcher classifications will, to the extent possible, be determined in advance through the screening process as set out in the article for Dispatch Coordinators and in Appendix 12 for new Lead Hand Operations qualified positions.

26. Article 11 – Hours of Work, Starting Time and Rest Days

Amend Article 11.8 as follows:

To meet the requirements of the operation, the normal scheduled starting times of designated regular assignments may be changed by up to two (2) hours, either way, such assignments to be designated by bulletin. When it is necessary to do so, employees will be so advised not later than ~~completion of the previous shift or, in the case of regular assigned employees on rest days, not later than 16 hours in advance of their normal scheduled starting time~~ **96 hours in advance of the normal scheduled starting time**. Such notice will be given on each day that such change is required. The change of starting times in accordance with this paragraph shall not require the payment of overtime rates. (See Appendix 8)

Amend Article 11.9 as follows:

When the rest days of an assignment are changed or when the starting time of an assignment is changed by more than two hours, the assignment will be ~~abolished upon three days' notice~~ **considered vacant upon four days' notice** and the employee concerned will exercise seniority, at the terminal, in accordance with Article 15. The new assignment with changed rest days or starting times, and subsequent vacancies, will be bulletined to the terminal in accordance with paragraph 14.2 of Article 14.

27. Article 12- Lunch Period

Amend Article 12.2 as follows:

Such lunch period will be of thirty (30) minutes duration without deduction in pay. **Employees required to work on ten-hour shifts will be permitted a second thirty-minute break. If applicable, this break will be paid.**

28. Article 13 Overtime

Amend Article 13.8 as follows:

Employees filling a full-time assignment who are required to work in excess of two hours overtime continuous with the completion of assigned hours will be allowed a lunch period of ~~20~~ **30** minutes, without deduction in pay, ~~upon completion of two hours overtime~~ within that period.

29. Article 14 – Bulletining and Filling of Assignments

Amend Article 14.1 as follows:

~~When required,~~ Permanent assignments (which shall include permanent vacancies in assignments and new permanent assignments) will be advertised on regional bulletins.

Amend Article 14.2 as follows:

~~When required,~~ The following will be advertised on terminal bulletins:

(a) Temporary assignments of more than 10 working days (which shall include temporary vacancies of more than ten working days).

(b) Permanent assignments abolished in accordance with paragraph 11.9 of Article 11 because of a change in rest days or a change in starting times of more than two hours and subsequent vacancies.

Amend Article 14.8 (b) as follows:

Successful applicants may be held on their former assignment for not more than 28 days from the date the assignment is awarded. If the rate of the awarded assignment is higher, employees will be compensated at such higher rate if held in excess of 14 calendar days. **Under such circumstances the Company will be required to train the senior unqualified applicant who has applied to relieve the incumbent. Grievances filed on this Article will commence at the designated officer level of the grievance procedures.**

30. Article 17 Spare Boards

Amend Article 17.8 as follows:

Spare board employees will be entitled to overtime rates:



(a) For all hours in excess of forty (40) after accumulating forty (40) hours at straight time rates in the work week.

(b) For all hours worked on a second assignment when required to commence such second work assignment without an interval of ~~eight (8)~~ **sixteen (16)** hours or more between the completion of work on the previous work assignment and the time required to report for duty on the second.

31. Article 23 – Investigation and Discipline

Amend Article 23.3 as follows:

Except as provided under Appendix 11, "Corrective Behaviour -- Informal Investigation", when a formal investigation is to be held, the employee and the designated Union representative will be given at least forty-eight (48) hours' **written** notice of the investigation and will be notified of the time, place, and subject matter of such investigation. (A copy of the notice for an investigation will be given to the local chairperson). This shall not mean that the proper officer of the Company, who may be on the premises when the cause for investigation occurs, shall be prevented from holding an immediate investigation.

Amend Article 23.5 as follows:

At the beginning of the hearing, the employee (and the authorized representative if present) will be provided with a copy of all ~~written~~ the evidence that is to be introduced **and provided sufficient time to review the evidence**. The employee and the authorized representative will be given an opportunity through the presiding officer to ask relevant questions of the witnesses present at the hearing. The questions and answers will be recorded, and the employee and the authorized representative will be furnished with a copy of statements and all evidence presented.

Amend Article 23.7 as follows:

If the decision is considered unjust, the matter may be appealed in the grievance procedure as set out in Article 5. Such appeal shall set forth the grounds upon which it is made. On request, the designated representative of the Union shall be ~~shown~~ **provided** all evidence in the case.

32. Article 27 – Bereavement Leave

Amend Article 27.1 as follows:

Upon the death of an employee's spouse, child, stepchild, **stillborn child** or parent, the employee shall be entitled to ~~five (5) working days~~ **a total of ten (10) working days of which five (5) working days' leave will be fully paid** provided that the employee has not less than three months' cumulative compensated service.

Amend Article 27.2 as follows:

Upon the death of an employee's brother, sister, ~~stillborn child~~, stepparent, father-in-law, mother-in-law, stepbrother or stepsister, grandchild or grandparent, the employee shall be entitled to three (3) working days' bereavement leave without loss of pay **and an unpaid leave of seven (7) days** provided that the employee has not less than three months' cumulative compensated service.

**Add a new paragraph 27.5:**

**Scheduling**

**Bereavement leave may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of the deceased person occurs. At the request of the employee, the Company may extend, in writing, the period during which the leave of absence from employment may be taken.**

**Division of leave**

**The leave of absence may be taken in one or two periods. The Company may require that any period of leave be of not less than one day's duration.**

**Notice to Company**

**Every employee who takes the leave of absence shall, as soon as possible, provide the Company with written notice of the beginning of any period of leave of absence and of the length of that leave.**

33. Article 32.5 – Use of Private Automobile

Where an automobile mileage allowance is paid, such allowance will be ~~33~~ 50 cents per kilometre.

34. Article 32.1 Shift Differentials

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of ~~seventy-five cents (75)~~ **one dollar and fifty cents (\$1.50)** per hour.

Employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of ~~one dollar (\$1.00)~~ **two dollars (\$2.00) per hour.**

Overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

**NOTE:** Paragraph 32.1 will not apply in respect of mileage and zone rated employees.

## **APPENDICES**

All appendices contained in the current 5.1 and Supplemental Agreements will be reproduced in the rewrite of these agreements, except as otherwise indicated herein:

35. Appendix 2 - Reciprocal Rights (Supplemental Agreement) is amended as per Attachment "B".
36. Appendix 8 - Sick Days (Agreement 5.1) and Appendix 19 - Sick Days (Supplemental Agreement) are amended as per Attachment "C".
37. Appendix 15 (Agreement 5.1) & Appendix 22 (Supplemental Agreement) - Overtime Averaging is amended as per Attachment "D".
38. Appendix 16 – Special License Fees (Agreement 5.1) is amended as per Attachment "E".
39. New Appendix Regarding Labour Management Committee (Agreement 5.1 and Supplemental Agreement) as per Attachment "F".
40. New Appendix Regarding Expedited Mediation/Arbitration (Agreement 5.1 and Supplemental Agreement) as per Attachment "G".

## **LETTERS OF AGREEMENT**

The following new letters will not form part of the collective agreement:

41. Regarding Benefits Review Committee (Agreement 5.1 and Supplemental Agreement) – Attachment "H".
42. Regarding Appendix 7 - New Hire Orientation (Agreement 5.1) – Attachment "I".
43. Regarding Appendix 18 - New Hire Orientation (Supplemental Agreement) – Attachment "J".
44. Regarding Telework (Agreement 5.1 and Supplemental Agreement) – Attachment "K".
45. Regarding Spare Boards (Supplemental Agreement) – Attachment "L".
46. Regarding Sub-Contracting (Supplemental Agreement) – Attachment "M".



- 47. Regarding CMC Spareboard (Agreement 5.1) – Attachment “N”.
- 48. Regarding Employees Held Out of Service by OHS (Agreement 5.1 and Supplemental) – Attachment “O”.
- 42. Regarding the Pension Consent Letter – Attachment “P”.
- 43. Regarding the Women’s Advocate Program- Attachment “Q”.

**E.S.I.M.A.**

44. ESIMA – Relocation Expenses

Amend Article 6.4 as follows:

Eligible employees, will receive an allowance of up to \$866 for incidental expenses actually incurred as a result of relocation.

Amend Article 6.5 as follows:

Eligible employees will receive reasonable transportation expenses from their former location to their new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$220.50 for an employee without dependents, and that an additional amount of \$105 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

Amend Article 6.8 as follows:

Except as otherwise provided in Article 6.8 (c), reimbursement of up to \$14,700 for loss sustained on the sale of a relocating employee's private home which the employee occupied as a year-round residence.

Amend Article 6.9 as follows:

Payment will be made for the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$7,350. Receipts shall be required.

Amend Article 6.10 as follows:

If employees, who are eligible for moving expenses do not wish to move their household to the new location they may opt for a monthly allowance of \$225.75 which will be payable for a maximum of 12 months from the date of transfer to the new location.

45. General

The following letters of understanding from the 2019 Memorandum of Settlement are renewed for the life of these collective agreements:

2019 MOS Item	Subject	Collective Agreement
Attachment B	Article 2.3 positions in 5.1	5.1
Attachment D	Holiday Sign Up	5.1
Attachment F	Retraining Senior Employees	Supplemental

Attachment J	Transfer of Employees	Supplemental
Attachment K	Holiday Sign Up	Supplemental
Attachment N	Hiring Incentives	5.1 and Supplemental
Attachment P	Skill Retention Program	5.1 and Supplemental
Attachment Q	System Wide Joint Conference	5.1 and Supplemental
Attachment R	Unscheduled Breaks	5.1 and Supplemental
Attachment V	One Day Vacation Requests	5.1 and Supplemental
Attachment X	Mechanic Tool Allowance	Supplemental

The foregoing changes are in full and final settlement of all requests served by either party signatory hereto on or subsequent to September 1, 2022.

The Agreement shall remain in full force and effect until December 31, 2024, 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, 2024 unless otherwise specified herein.

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.

Signed at Montreal, Quebec this 20th day of March 2023.

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
Line Tanguay  
Director, Labour Relations

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

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William Perry  
Director, Intermodal Operations

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Dave Judge  
Regional Representative, Council 4000  
Mountain Region

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Jeremiah Thomas  
Chief Mechanical Officer, East

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Laura Hazlitt  
Regional Representative, Council 4000  
Prairie Region



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Jihan El Shamey  
Senior Manager, Labour Relations

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Kristi Boisvert  
Regional Representative, Council 4000  
Great Lakes Region

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Laura Williams  
Human Resources Business  
Partner

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Mario Laroche  
Regional Representative, Council 4000  
St-Lawrence Region

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Melanie Martens  
Senior Manager, HR Compliance

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Rheanne Gautreau  
Regional Representative, Council 4000  
Atlantic Region

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Alexandre Lamarre  
National Representative, Council 4000

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Barry Kennedy  
National Representative, Council 4000



**Human Resources**  
Canadian National  
Montreal, Quebec

**Ressources humaines**  
Canadien National  
Montréal (Québec)

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

March 15, 2023

Dave Kissack  
President, Council 4000  
Unifor

Dear Mr. Kissack:

This has reference to the matter of pass transportation benefits presently applicable to employees of Canadian National Railway Company (CN) represented by your organization, and the status of this benefit as to its future application on trains operated now and in the future by VIA Rail Canada Inc.

This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass policies of CN will be maintained for employees represented by you who were in the service of CN on or prior to March 13, 1979, until the time notices are served to open bargaining on the current collective agreements, and thereafter until the provisions of Section 89 of part I of the Canada Labour Code have been complied with or until some other mutually satisfactory resolution of this matter is agreed.

Employees are required to return unused VIA Rail tickets to avoid unnecessary costs to CN. Employees who do not return unused tickets, will be notified their transportation privileges will be subject to suspension pending the return of unused tickets to the Company, within 30 days.

Where timely notification is not received by CN, individual transportation privileges will be suspended and the President of Unifor Council 4000 will be notified.

For the purpose of this letter, the word "employees" includes pensioners.

Yours truly,

I CONCUR.

Line Tanguay  
Director, Labour Relations

Dave Kissack  
President, Council 4000

**RECIPROCAL RIGHTS AGREEMENT**  
**Appendix 2 Supplemental Agreement**

Amend the table in item 3 of Appendix 2 as follows:

Region	2023 Effective Date	2024 Effective Date	2025 Effective Date
Atlantic	2019.07.15	2020.07.15	2021.07.15
Mountain	2019.11.20	2020.11.20	2021.11.20
Great Lakes	2019.12.02	2020.12.02	2021.12.02
Prairie	2020.08.06	2021.08.06	2022.08.06
St. Lawrence	2020.10.01	2021.10.01	2022.10.01

Signed on the 18th day of January 2023.

FOR UNIFOR COUNCIL 4000

FOR CANADIAN NATIONAL RAILWAY

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

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 Line Tanguay  
 Director Labour Relations



**Appendix 8 (A) Agreement 5.1**  
**Appendix 19 (A) Supplemental Agreement**

February 14, 2023

Dave Kissack  
President  
Unifor Council 4000

Dear Mr. Kissack,

During national bargaining, the parties discussed Appendices 8 & 19 – Sick Leave.

On December 1, 2022, the *Canada Labour Code* introduced provisions which supersede the terms of this letter. As a result, it is agreed between the parties that the terms of the letter have been suspended. For such time as the provisions of the *Code* continue to be more beneficial to employees, this letter will remain suspended. For further clarity, it is understood and agreed that the sick days in the collective agreement cannot be “stacked” with the entitlement in the *Code*.

Please signify your concurrence with the above by signing in the space provided below.

Yours truly,

I CONCUR.

---

Line Tanguay  
Director, Labour Relations

---

Dave Kissack  
President, Unifor Council 4000

**OVERTIME AVERAGING AGREEMENT**  
**Appendix 15 – Agreement 5.1**  
**Appendix 22 – Supplemental Agreement**

January 17, 2023

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack:

This is in reference to discussions held during 2022 contract negotiations regarding Article 5 of Agreement 5.1 and Article 13 of the Supplemental Agreement, with respect to the allocation of overtime.

In order to address concerns regarding overtime, specifically the occasional requirement for and scheduling of same, the parties agree, in accordance with Section 172(1)(a)(b) of the Canada Labour Code, to implement an overtime averaging agreement.

It is agreed that overtime will be averaged over a 26-week period, for the life of the agreement. The 26-week period will begin on January 1 of each year.

While being mindful that reasonable efforts will continue to be made to avoid the necessity for overtime, overtime averaging will help alleviate the concerns related to employees who would prefer to work less overtime, and make it easier for those who so desire, to work more overtime, under the averaging principle.

No other changes to the provisions of Article 5 of Agreement 5.1 and Article 13 of the Supplemental Agreement are contemplated by the introduction of the overtime averaging principle, and the parties agree that it is not the purpose of this agreement to replace regularly scheduled work hours with overtime opportunities.

If you are in concurrence, please signify your agreement by countersigning below.

FOR UNIFOR COUNCIL 4000

FOR CANADIAN NATIONAL RAILWAY

---

Dave Kissack  
President, Unifor Council 4000

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Line Tanguay  
Director Labour Relations

**Agreement 5.1  
Special License Fees  
APPENDIX 16**

February 14, 2023

Dave Kissack  
President  
Unifor Council 4000

Dear Mr. Kissack,

This is in regards to the Union's demand with regards to fees for special licences.

This will confirm that where the Company requires a special licence as a job requirement for current mechanic classifications, the Company will pay the annual fees of the employee for that licence. The company will also pay for the annual CPA membership fees for those currently holding such licence.

Yours truly,

Line Tanguay  
Director Labor Relations



**Labour Management Committee**

November 18, 2022

Dave Kissack  
President, UNIFOR Council 4000

Dear Mr. Kissack:

This has reference to our discussions during national negotiations with regard to communications between the parties. With a view toward enhancing communications on matters of mutual interest, the parties agree to meet and have discussions as set out below.

Labour Management Committee

(a) The Company and Unifor will participate in a Joint Labour Management Committee, on a Regional basis. At least one Senior Manager or Director will attend along with Human Resources/Labour Relations and other managers as appropriate, based on the discussion items. Unifor representation shall consist of the Regional Representative and the President of the Council.

(b) Meetings shall take place on a monthly basis to start and may change in frequency based on mutual agreement.

(c) In order to provide for a productive meeting, where possible, the Union and the Company will advise of the topics to be put forward for discussion in advance of the meeting. This does not preclude either party from raising items on an ad hoc basis during the meeting.

(d) The Committee shall consider matters of mutual interest including, but not limited to:

- New and revised rules, regulations, policies and procedures which affect members of the Bargaining unit;
- Items affecting working conditions, facilities, and equipment;
- General communications regarding events
- General discussion on the business forecast
- Status and use of contractors, pursuant to Article 35 and Article 20

Yours truly

I concur

Line Tanguay  
Director, Labour Relations

Dave Kissack  
President, UNIFOR Council 4000

March 20, 2023

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

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

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

Dear Sirs,

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

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

AND: Canadian National Railway Co.  
(hereinafter referred to as the "Company")

The Company and the Union (the "parties") agree to the following rules and procedures for expedited settlements to grievances that reach the final settlement of disputes stage in the parties' collective agreements. This Agreement and arrangements are to act as an alternative to the Canadian Railway Office of Arbitration and to ensure the orderly and timely resolution of outstanding grievances between the parties and will be featured as an appendix in all the collective agreements between the parties and form part of those agreements.

1. This ***"Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances"*** has been designed in good faith to operate as an efficient process to clear-up outstanding grievances between the parties, specifically those filed at the last stage of the grievance procedure and the next step would enter the "final settlement of disputes" stage.
2. Prior to scheduling any disputes for Expedited Mediation/Arbitration Hearings (hereafter "Mediation/Arbitration"); the parties will review those cases to determine if they are suitable for this process. This process is intended for cases dealing with employee discipline; time claim disputes; those matters respecting the meaning or alleged violation of any one or more provisions of a valid and subsisting collective agreement between the parties; or pertinent legislation including any claims related to such provisions where the Union believes an employee has been unjustly dealt with. It will exclude: any cases involving the discharge of an employee, contracting out, work ownership matters and any other cases mutually agreed not be progressed to this forum.
3. The parties agree to the use of a single mediator-arbitrator for this purpose whom will be appointed by the parties to serve as the Designated Mediator-Arbitrator for the duration of each

collective agreement. The parties will also select an alternate arbitrator or mediator whom will replace the Designated Mediator-Arbitrator during an unexpected absence or in the event they will be unable to fulfill their role for duration of the collective agreements.

4. Before the collective agreements are renegotiated and the new agreements are ratified and come into effect, the parties may meet to consider other arbitrators or mediators for the purpose of this Memorandum of Agreement. If warranted, any proposed change to the Designated Mediator-Arbitrator will be discussed and finalized by the parties a minimum six (6) months in advance of the expiry of the collective agreements. Clause 2 of this Agreement will be applicable for any newly Designated Mediator-Arbitrators that are appointed.

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

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

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

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

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

10. The Designated Mediator-Arbitrator will hear predetermined cases in a mediation-arbitration format that will be presented in date order starting from the oldest to the most recent unless otherwise mutually agreed. The submissions of both parties shall be limited to oral presentations of a maximum duration of 20 minutes, including any rebuttal, per each case and



representation and arguments shall be restricted and limited to no more than two (2) spokespersons for the Union and two (2) spokespersons for the Company. Legal counsel is not permitted.

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

12. All Expedited Mediation-Arbitration Awards issued by the Designated Mediator-Arbitrator will be numbered and considered without prejudice to either party, shall not be construed as precedent setting and shall not be regarded as an admission of liability by either party in the event of future cases of a like or similar nature. Notwithstanding, the parties may later refer to these awards in a good faith effort to resolve a similar dispute within the grievance procedure; however, neither may rely on these awards in subsequent arguments before an arbitrator at an arbitration hearing to support a claim that the issue had definitively been settled at Mediation/Arbitration.

13. The decisions of the Designated Mediator-Arbitrator shall not be subject to appeal by either the Company, the Union or the employee(s) involved.

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

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

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

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

Signed on the 14th day of December 2022.

FOR UNIFOR COUNCIL 4000

FOR CANADIAN NATIONAL RAILWAY

Dave Kissack

Line Tanguay

**Agreement 5.1 and Supplemental Agreement**

**This Letter Will Not Form Part of The Collective Agreement**

December 13th, 2022

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack:

This has reference to our discussions during 2022 negotiations with regards to the Union's request to have the Appeal Process clarified and detailed, for employees who may be denied Short Term Disability (STD) benefits.

Following is the agreed upon process that may be followed by an employee and their Union representative:

1. Employees have access to the Disability Insurance Provider, should they disagree with the denial or termination of their STD claim.
2. Subject to the employee's written consent, the Union may endeavour to resolve the claim dispute with the Disability Insurance Provider on their behalf.
3. In the event a claim remains unresolved, the Union Representative may, but is not required to, request a Benefit Administrative Committee Hearing (BAC).
4. The Union Representative can start the claim dispute at the final step (prior to arbitration) of the grievance procedure as contained in the collective agreement. This process may occur concurrently with, or in lieu of, a Benefit Administrative Committee Hearing (BAC).
5. At the request of the LTD committee, general short-term disability issues, other than individual cases, may be addressed by that committee.
6. The President and/or designates of Unifor, Council 4000 may request Ad Hoc meetings/conference calls, which would include CN Labour Relations, Benefits department representative(s), and the Disability Insurance Provider to address issues other than individual claims.

Please signify your concurrence with the above by signing in the space provided below.

Yours truly,

I CONCUR.

---

Dorothea Klein  
Sr. Vice President and Chief  
Human Resources Officer

---

Dave Kissack  
President, Council 4000



**Appendix 7 of Agreement 5.1**

December 15<sup>th</sup>, 2022

Dave Kissack  
President  
Unifor Council 4000

Dear Mr. Kissack,

This in regards to Appendix 7 of the 5.1 agreement on the topic of Member Orientation for new hires.

The Company acknowledges that there is a requirement to advise the Union when the onboarding sessions will occur. The Company will remind the appropriate management team members of this requirement.

Signed on the 15<sup>th</sup> day of December 2022.

FOR UNIFOR COUNCIL 4000

FOR CANADIAN NATIONAL RAILWAY

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Dave Kissack  
President, Unifor Council 4000

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Line Tanguay  
Director Labour Relations

**Appendix 18 Supplemental Agreement**

December 15<sup>th</sup>, 2022

Dave Kissack  
President  
Unifor Council 4000

Dear Mr. Kissack,

This in regards to Appendix 18 of the Supplemental collective agreement on the topic of Member Orientation for new hires.

The Company acknowledges that there is a requirement to advise the Union when the onboarding sessions will occur. The Company will remind the appropriate management team members of this requirement.

Signed on the 15<sup>th</sup> day of December 2022.

FOR UNIFOR COUNCIL 4000

FOR CANADIAN NATIONAL RAILWAY

---

Dave Kissack  
President, Unifor Council 4000

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Line Tanguay  
Director Labour Relations

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

February 14, 2023

Mr. Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack,

During 2022 national bargaining, the parties discussed the Union's proposal regarding work from home arrangements for the applicable clerical positions covered under the 5.1 Agreement and those clerical employees in the Customer Service Department covered by the Supplemental Agreement.

The parties agree that the current conditions regarding work from home will continue to apply for the life of the collective agreement. As a result, these clerical employees will continue to work 2 days from home and 3 days at the office.

If you concur, please acknowledge below.

Yours truly,

I CONCUR:

Line Tanguay  
Director, Labour Relations

Dave Kissack  
President, Unifor Council 4000

**Spare Boards  
Article 17 – Supplemental Agreement**

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

February 14, 2023

Dave Kissack  
President  
UNIFOR Council 4000

Dear Mr. Kissack:

During national negotiations, the union expressed concerns over the working conditions of spare boards at some Intermodal terminals including but not limited to Brampton, Montreal and Calgary. The union submitted bargaining proposals to improve the working conditions for employees who occupy spare board positions.

The Company agreed on the importance of having a reasonable work/life balance when employees are required to occupy the spare board.

In this regard, the Company is committing to meet locally with the designated union representatives and the senior officers of the Company within 30 days of ratification of this collective agreement (or when necessary), to implement terminal specific changes to the operation of spare boards regarding scheduling, calling windows and consecutive days off, and which may include the elimination of spare boards in certain locations, subject to local agreements.

If the parties cannot reach an agreement locally, the matter will be escalated to the Director of Intermodal Operations and the President of Council 4000.

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

Yours truly

I concur

Line Tanguay  
Director, Labour Relations

Dave Kissack  
President, UNIFOR Council 4000



**Sub-Contracting  
Article 20 Supplemental Agreement**

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

February 14, 2023

Dave Kissack  
President  
Unifor Council 4000

**Article 20 of the 5.1 Supplemental Agreement on the topic of Sub-Contracting**

Dear Mr. Kissack,

During discussions concerning the renewal of the 5.1 Supplemental Agreement, the Union expressed concerns regarding the use of contractors in Intermodal terminals. While the parties recognize that under specific conditions, such as where a temporary shortage of employees exists, the use of sub contractors may be permitted though the intention of Article 20 is not to permit sub-contracting on an ongoing basis.

During the pandemic, the Company was required to use subcontractors in order to meet the needs of customers. This was caused by the pandemic's impact on the global supply chain and the labour market, and these problems have not yet been fully resolved.

Subsequently, in order to address the Union's concerns at this time and based on the volumes predicted for 2023, the Company is committing to hire additional full-time employees with a view toward reducing the number of contractors overall and eliminating where possible.

Additionally, the Company has committed to discussing the status and use of contractors as well as the business and hiring forecast during the labour management committee meetings.

This agreement will remain in place for the life of the collective agreement.

Signed on the 14 day of February 2023.

FOR UNIFOR COUNCIL 4000

FOR CANADIAN NATIONAL RAILWAY

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Dave Kissack  
President, Unifor Council 4000

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Line Tanguay  
Director Labour Relations

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

Dave Kissack  
President  
Unifor Council 4000

Dear Mr. Kissack,

This letter is in reference to discussions between the parties at bargaining regarding the spareboard in the Crew Management Centre in Edmonton, Alberta.

- (1) During bargaining the Union expressed concerns with the application of the current local spareboard agreement in place. To address the Union's concerns, the parties agree to meet within sixty (60) days following ratification of the collective agreement to discuss all outstanding issues raised regarding the use of the spareboard at the Crew Management Centre (CMC) in Edmonton, Alberta. This meeting will occur between the Senior Manager of the Crew Management Centre and the Unifor Regional Representative for the Mountain Region.
- (2) If the Union's concerns cannot be resolved at this meeting, the parties agree that any outstanding issues will be raised for expedited resolution between the President of Unifor Council 4000 and a Senior Officer of CN Labour Relations, no later than ninety (90) days following ratification of the collective agreement.

In the event that the parties cannot resolve these matters at that time, any outstanding issues may then be advanced to a third party of competent jurisdiction for final and binding resolution. This agreement is made without precedent or prejudice to either parties' position.

FOR UNIFOR COUNCIL 4000

FOR CANADIAN NATIONAL RAILWAY

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Dave Kissack  
President, Unifor Council 4000

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Line Tanguay  
Director Labour Relations



**Human Resources**  
Canadian National  
Montreal, Quebec

**Ressources Humaines**  
Canadien National  
Montréal (Québec)

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

March 18, 2023

Mr. Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack,

In the event an employee is held out of service by the Occupational Health Service Department or the designate from the Company to review an employee's medical record for any reason the Company will compensate the employee for all wages and benefits at the STD level until the review from the Occupational Health Service Department or the designate from the Company is completed.

Unreasonable delays in the submission of requested medical documentation may result in the interruption of benefit payments.

In all instances the Regional Representative will be notified forthwith.

Notwithstanding the above, if there are any discrepancies regarding the appropriateness of pay, the Union may file a grievance at the final step of the grievance procedure.

If you concur, please acknowledge below.

Yours truly,

I CONCUR:

Line Tanguay  
Director, Labour Relations

Dave Kissack  
President, Unifor Council 4000



**Human Resources**  
Canadian National  
Montreal, Quebec

**Ressources Humaines**  
Canadien National  
Montréal (Québec)

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

March 13, 2023

Mr. Bruce Snow  
Assistant to the National Officers, Unifor Council 4000 & Unifor Local 100

Dear Mr. Snow,

The purpose of this letter is to confirm that CN has decided to extend the term of its consent policy applicable to unionized CN Pension Plan members to the end of 2025. This means that if an employee reaches 55 years and 85 points and retires from CN before the end of 2025, the employee will have access to an unreduced pension payable from the CN Pension Plan.

Details are being made available to employees via the attached communication, which will be issued on March 14, 2023.

Yours truly,

Stephanie McGuire  
Senior Director, Labour Relations



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



**Human Resources**  
Canadian National  
Montreal, Quebec

**Ressources Humaines**  
Canadien National  
Montréal (Québec)

March 13, 2023

Mr. Bruce Snow  
Assistant to the National Officers  
UNIFOR Local 100 and Council 4000

Dear Mr. Snow:

This is regarding our discussions concerning the issues related to the diversity in the workplace and more particularly the concerns of women in the workplace.

We agree that we can and should work together to create work environments that will allow us to attract and retain diverse candidates in greater numbers than at present.

With that in mind, we would be amenable to explore the mutual benefits of a joint trial project to test a Woman's Advocate concept. It is understood that because the demographic profile of the Union's overall membership at CN, it makes sense for the appointed/elected representative to serve the needs of the membership of both Local 100 and Council 4000.

We propose that the Union would designate or elect (as it see fit) from its combined membership in Council 4000 or Local 100, one Women's Advocate, to serve the members. The candidates must be functionally bilingual (English and French), solution-oriented, open-minded, and capable of collaborating with the Company to fulfill our mutual objectives.

The successful candidates/appointee would be expected to serve a minimum term of 2 years or as otherwise mutually agreed. The Company has agreed to provide the incumbent with an annual travel allowance of up to 15, 000 in 2023 and 2024. Reimbursement will be made upon submission of appropriate receipts in accordance with the Company's OCS Policy.

We also agree to acknowledge that if the union decides to elect a regional women's advocate from the other four of the five regions, those individuals will be considered as eligible to request leave under the provisions of Article 17.4 of Collective Agreement 5.1 or Article 22.3 of the Intermodal Supplemental Agreement, as the case may be.

The Company also agrees to allow the advocates up to 5 working days' leave, without loss of wages, to attend training at a time that will not interfere with their regular duties.

The Company will provide the Women's Advocate with a confidential phone line, and access upon request, to a private meeting space for in-person meetings.

The Woman's Advocate will be required on occasion to work with and assist the Company's Talent Acquisition team with regards to plans and programs to improve the attraction and retention of diverse candidates to vacant jobs across the country.

The Woman's Advocate will be granted two (2) hours per week to accomplish their tasks, at a time or times that do not interfere with their normal job duties. The local manager will advise the Women's Advocate of the time or periods for the performance of their role.

It is understood that operational and customer service demands may require a deviation from the normal schedule, but should that occur, the Company will ensure that equivalent time is made available after the operational needs have been addressed.

The Company will release the Women's Advocate from her duties for one week during this collective agreement to attend union-sponsored training, and she may also be permitted a maximum of 3 days leave each year for other union business related to her role as a Woman's Advocate. Also, the Company officer to participate in such training and when scheduled we shall advise you who we have assigned to this important initiative.

This Woman's Advocate trial will continue until December 31, 2024.

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

Yours truly,

I concur,

Stephanie McGuire  
Senior Director, Labour Relations  
Canadian National Railways

Bruce Snow  
Assistant to the National Officers  
UNIFOR Local 100 and Council 4000

# **RENEWED LOA'S**



Human Resources  
Canadian National  
Montreal, Quebec

Ressources Humaines  
Canadien National  
Montréal (Québec)

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

March 31, 2019

Dave Kissack  
President, Council 4000  
Unifor

Dear Mr. Kissack:

Further to our discussion at national bargaining pertaining to Article 2.3 positions in Agreement 5.1, wherein the Union raised concerns with regards to how certain managers are applying their rights under this provision. The Company understands the Union's concerns but reminded the Union that the Company pays a premium for the rights under this article. Notwithstanding the foregoing, we are willing to meet with the Union following ratification of the current collective agreement to discuss this problem in greater detail, to work on a mutually satisfactory solution that could allow the possibility of seniority recognition within identical classifications.

Should the Union have specific instances where an employee on an Article 2.3 position believes that their seniority should be given recognition with respect to a different Article 2.3 position, the local Union representative may raise the issue with local management.

Yours truly,

K. A. Madigan  
Senior Vice-President, Human Resources





Human Resources  
Canadian National  
Montreal, Quebec

Ressources Humaines  
Canadien National  
Montréal (Québec)

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

March 31, 2019

Dave Kissack  
President, UNIFOR Council 4000

**Subject: General Holidays at Montreal Autoramp**

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Dear Mr. Kissack:

As discussed during the 2019 round of negotiations, both parties explored the challenges of releasing Montreal Autoramp employees from work on General Holidays while also ensuring adequate staffing for the continuous operation of the railway on such Holidays.

As a result of those discussions, the parties have agreed to the following process:

**Parameters of this Agreement**

This agreement shall govern the process for staffing, on those General Holidays defined in Article 8.7 of Collective Agreement 5.1.

**Canvassing**

1-A sign up sheet will be posted in each department at least 14 calendar days in advance of each General Holiday (attached).

2-Employees who wish to work on the General Holiday, **including those employees normally scheduled to work on the General Holiday**, shall indicate their desire on the sign up sheet no later than 7 calendar days before the General Holiday. It is understood that signing up to work does not constitute a guarantee the employee will actually be required to work on that General Holiday.

**Notice**

The provisions of Article 8.7(b) will continue to apply: employees required to work on a General Holiday will be given advance notice of four (4) calendar days, except for unforeseen exigencies of the service, in which case they will be notified no later than prior to the completion of their shift or tour of duty immediately preceding such Holiday that their services will be required.

Preference will be given to those employees who have indicated a desire to work on the General Holiday **and who are normally scheduled to work on that day**; next preference will be given to employees who indicated a desire to work on the General Holiday but who are not scheduled to work on that day, in seniority order. If the list of volunteers is thus exhausted, other regularly-scheduled employees will be then assigned on the basis of "senior may, junior must" where qualified.

**Adjustment of Holiday requirement**

Following the four-day notice, management will continue to monitor and adjust staffing requirements for the General Holiday, based on operational realities and forecast workloads, and will meet / communicate with the designated representative of the Union to advise them of the number of employees required to work.

One employee otherwise scheduled to work will be released from general holiday work requirements for each qualified volunteer who was not regularly scheduled to work on that day, provided there are no last minute employee book offs.

If a dispute arises about the application of this agreement, the designated Union representative can forward the matter for discussion between the President Council 4000 and the Director of Automotive Supply Chain Growth.

This Agreement will take effect no later than May 1, 2019 and will remain in effect until December 31, 2022. Once implemented, it cannot be cancelled without a 30-day advance notice of cancellation. Once a notice of cancellation has been served, the parties agree to meet to review the reasons for cancellation and consider suggestions to maintain the canvassing process.

Yours truly,

I CONCUR

Martin Guimond  
Vice President, Multimodal Operations

Dave Kissack  
President, UNIFOR Council 4000

General Holiday Canvas for those who wish to work on:

Employees who wish to work on the General Holiday noted above should indicate this by signing below, on or before \_\_\_\_\_.

\*\*\*Signing this sheet is not a guarantee that you will actually be required to work on this holiday\*\*\*

Employees required to work will be notified four days in advance of the holiday, per the Collective Agreement. Preference will be given to those employees who have signed this sheet, in seniority order, however, employees who have not signed this sheet may still be required to work.

If staffing requirements change after the four-day notice, employees will be released in seniority order, with preference given to those who did not volunteer on this sheet.




Human Resources  
Canadian National  
Montreal, Quebec

Ressources humaines  
Canadien National  
Montréal (Québec)

ATTACHMENT F

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

March 31, 2019

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack:

This has reference to our discussions during national bargaining concerning permanent staff reductions and the application of Article 15.1 of the Supplemental Agreement.

The Union expressed concern about senior employees facing prolonged layoff because they do not have the necessary qualifications to hold a position held by the most junior employee due to a lack of training.

This will confirm that for the period from ratification until December 31, 2022, should a senior employee face layoff of an expected duration of four months or more, and there is a junior employee (excluding mechanics) holding a permanent regularly assigned position, the senior employee may be eligible for training to avoid layoff under the following conditions:

The senior employee facing layoff must have the suitability and adaptability to acquire the skills necessary to qualify for the job held by the junior most employee at the terminal, and that senior employee seeking such training must successfully complete the training at the first instance.

The senior employee may only be trained for the job held by the junior most employee at the terminal and after successfully completing the training will be granted a period of up to fifteen (15) calendar days thereafter to demonstrate his/her ability to perform the job. This does not constitute a guarantee of fifteen (15) days on the job and the senior employee may be laid off at any time if he/she fails to demonstrate the ability to perform the work after being trained.

Yours truly,

K. A. Madigan  
Sr. Vice-President, Human Resources





**Human Resources**  
Canadian National  
Montreal, Quebec

**Ressources humaines**  
Canadien National  
Montréal (Québec)

March 31, 2019

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack:

This has reference to our discussions during national bargaining concerning temporary transfer of employees between Intermodal terminals at the company's request.

The Union expressed concern about inconsistent pay, travel and expense arrangements and its impact on employees.

This will confirm that when an employee is temporarily transferred from one terminal to another terminal, the designated officer of the Company will advise the applicable Regional Representative(s) of the Union of the move within 10 calendar days of the move.

Employees will be compensated at their regular hourly rate for the time occupied in travelling. The number of hours paid while travelling will not be less than that which they would have earned on their regular assignment, should they travel during their normal assignment hours of duty. Necessary actual expenses will be allowed while away from their home terminal when supported by receipts.

Further, the employee will be paid no less than his/her regular hourly rate, and if the terminal to which transferred has a higher wage rate, he/she will receive that rate for the duration of their temporary transfer.

I trust this clarifies our policy and practice in this regard.

Yours truly,

K.A. Madigan  
Senior Vice-President, Human Resources



Human Resources  
Canadian National  
Montreal, Quebec

Ressources Humaines  
Canadien National  
Montréal (Québec)

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

March 31, 2019

Dave Kissack  
President, UNIFOR Council 4000

**Subject: General Holidays for Intermodal Employees**

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Dear Mr. Kissack:

As discussed during the 2019 round of negotiations, both parties explored the challenges of releasing Intermodal employees from work on General Holidays while also ensuring adequate staffing for the continuous operation of the railway on such Holidays.

As a result of those discussions, the parties have agreed to the following process:

**Parameters of this Agreement**

This agreement shall govern the process for staffing, on those General Holidays defined in Article 28.7 of the Supplemental Agreement.

**Canvassing**

1-A sign up sheet will be posted in each department at least 14 calendar days in advance of each General Holiday (attached).

2-Employees who wish to work on the General Holiday, **including those employees normally scheduled to work on the General Holiday**, shall indicate their desire on the sign up sheet no later than 7 calendar days before the General Holiday. It is understood that signing up to work does not constitute a guarantee the employee will actually be required to work on that General Holiday.

**Notice**

The provisions of Article 28.7(b) will continue to apply: employees required to work on a General Holiday will be given advance notice of four (4) calendar days, except for unforeseen exigencies of the service, in which case they will be notified no later than prior to the completion of their shift or tour of duty immediately preceding such Holiday that their services will be required.

Preference will be given to those employees who have indicated a desire to work on the General Holiday **and who are normally scheduled to work on that day**; next preference will be given to employees who indicated a desire to work on the General Holiday but who are not scheduled to work on that day, in seniority order. If the list of volunteers is thus exhausted, other regularly-scheduled employees will be then assigned on the basis of "senior may, junior must" where qualified.

## General Holiday Canvas for those who wish to work on:

Employees who wish to work on the General Holiday noted above should indicate this by signing below, on or before \_\_\_\_\_.

**\*\*\*Signing this sheet is not a guarantee that you will actually be required to work on this holiday\*\*\***

Employees required to work will be notified four days in advance of the holiday, per the Collective Agreement. Preference will be given to those employees who have signed this sheet, in seniority order, however, employees who have not signed this sheet may still be required to work.

If staffing requirements change after the four-day notice, employees will be released in seniority order, with preference given to those who did not volunteer on this sheet.




## **This Shall Not Form Part of the Collective Agreement**

### **Understanding between Unifor Council 4000 governing Collective Agreement 5.1 and Supplemental, and the Canadian National Railway Company respecting an Allowance for Employment in Designated Locations**

The parties recognize that there can be challenges to hiring and retaining qualified employees in certain locations and certain occupational classifications in Canada, particularly in isolated or remote communities, but also in certain metropolitan areas.

The inability to fill jobs at these locations leads to undesirable overtime demands, work ownership issues and contracting out complaints.

After discussions on various solutions, the Union was reticent to grant the Company unfettered right in this regard. However, it was agreed there were occasions when special measures, such as ad hoc hiring allowances may be required, to encourage qualified employees to hire on, transfer to, and remain at certain specific locations.

### **Transfer Opportunities**

When the Company has a shortage at a particular location and recruiting efforts fall short, before we offer attraction incentives to attract new hires into the bargaining unit, we will confer with the President of Council 4000 to discuss all options. If we are unable to identify any other viable, prompt solution, then special bulletins will be issued on the region where the need has arisen, and simultaneously across the country, identifying the position(s) available, shifts and rest days associated, and the specific locations where labour shortages have been identified by the Company. The bulletin will also clearly stipulate the attraction allowance being offered:

1. Preference will be given in seniority order, to the senior qualified applicant among the current employees within the respective seniority group, on the Region, who agrees to relocate, then if there are none, to the senior qualified employee outside the Region. The successful applicant(s), will be eligible for relocation allowances as per Article 6 of the ESIMA, as well as the attraction incentive, payable upon transfer to that designated location. At the employee's discretion, he/she may receive the attraction allowance in a single lump sum or in quarterly installments. The employee will be required to remain in the new location for a period of 24 months. Should the employee leave the service for any reason prior to the end of the 24th month period, he or she will be required to reimburse the full value of the attraction allowance, and relocation expenses.

(Note: should the attraction allowance be greater than \$20,000, concurrence of the President Council 4000 must be granted).

2. Seniority rights will be governed strictly by the terms of Article 11 of Collective Agreement 5.1 or Article 7 of the Supplemental Agreement, whichever is applicable, for employees voluntarily electing to accept work under the terms of this letter, except that employees relocating under the terms of this agreement may not voluntarily exercise seniority outside the shortage location for the period of 2 years. They may however, exercise their full seniority rights if they are no longer able to hold a position at the shortage location.

If there are no qualified applicants on the regional or system bulletins under these terms, the Company may then offer an identical attraction and retention allowance and the associated conditions as a hiring incentive to prospective new employees outside the respective bargaining unit, or off the street, at its discretion. In that



instance, the allowance will be paid, upon the new member of the bargaining unit successfully completing the probation period. The Union agrees that the recovery terms outlined in (1) above will apply to any new member of the respective bargaining unit who has accepted the attraction and retention allowance should he/she leave the service within the first 24 months.

This Memorandum of Agreement shall remain in effect for the life of the current Collective Agreement.

Yours truly,

I CONCUR.

K. A. Madigan  
Senior Vice President, Human Resources

Dave Kissack  
President, Council 4000



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March 31, 2019

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack,

As discussed during our meetings, both parties have explored innovative and creative solutions with the view of addressing work schedule issues, while ensuring that operational needs are met. The purpose is to facilitate a return to work for retirees interested in supplementing their income, to allow for an extended period of knowledge transfer, and to allow for the optimization of rest days for current employees.

The following are the parameters for the Skill Retention Program for Intermodal employees in non-clerical positions, at all terminals in Canada, covered by the Intermodal Supplemental Agreement, and for Hostlers/LMU's (and employees in other classifications performing similar such duties) in mechanical shops in Canada, covered by Agreement 5.1.

**General Parameters**

- Participation will be voluntary.
- Eligibility: participants must have retired within the three (3) years prior to February 28, 2019.
- Participants will be assigned to work on 2 consecutive days, Friday to Sunday, for a period of up to 2 calendar years (8 or 10 hour shifts).
- Participants will not accrue any additional pensionable service in the CN Pension Plan.
- Participants will pay union dues in accordance with the collective agreement.
- Participation in the Skill Retention Program will not affect a retiree's eligibility for post-retirement Health Care Spending Account benefits.
- Participants are not eligible to participate in the benefit plans for active employees, but they will be enrolled in the Dental and Vision plans provided for in the applicable collective agreement.
- Should the skill retention program be implemented in the province of Quebec, due to Quebec provincial law, eligibility to dental and vision coverage will be subject to the following condition: the participant and his / her spouse must avail themselves of coverage at least equivalent to the minimum Quebec Basic Drug Plan, within the options offered by the post-retirement medical plan with Medavie Blue Cross sponsored by the CN Pensioners' Association or be covered for the Basic Drug Plan under another Group plan. Should the participant and his/her spouse not have such coverage, the participant and his/her spouse may be required to enroll in the CN Extended Health Care Plan then offered to active Unifor employees, where such participant

and eligible dependents would be covered for drug benefits only, at an annual cost of \$2,000 per covered adult, at the participant's cost for a period not to exceed the term of the skills retention program for the individual.

- Participants will be entitled to four pro-rated weeks of vacation leave per year (i.e. 4 of their 2-day work cycles). Participants shall not form part of the normal vacation allotments of the different terminals and shops. No more than one participant will be allowed vacation at any one time, and no more than two consecutive weeks will be allowed by the participant.
- Participants may not participate in the Employee Share Investment Plan (ESIP).
- Participants will be provided General Holiday pay as per the governing collective agreements, if the general holiday falls on their regularly scheduled work day and payment shall be as per the provisions of the Canada Labour Code, if they are eligible.
- Candidates will have to submit a written application to participate in the skill retention program. Opportunities will be offered in order of seniority. Participants will have their names carried on a Terminal and/or Shop seniority list, separate from all other seniority lists created pursuant to the collective agreements. Participants will maintain their relative standing from the original seniority list.
- Participants may be required to undergo and pass a fitness for duty assessment prior to be accepted into this program.
- Additional rules and/or procedures for the use of the skill retention program may be established through mutual agreement with the President of Council 4000, or designate for each terminal and shop in Canada, and the General Manager Intermodal Operations and/or Chief Assistant Mechanical Officers or designates.
- Participants will have no entitlement to any benefits under the ESIMA under any circumstances.

This program will begin no later than June 1, 2019. The program will run for the duration of the present collective agreements.

Where we have participants in the program, the number of full time assignments in that shop or in the intermodal terminal will not be reduced. Should there be a need to reduce the number of full time employees while the program is underway, the parties will meet and discuss alternatives immediately. If the parties are unable to reach agreement, and the Company plans to reduce the complement of full time employees at the terminal, by way of a 4-day notice or other means, the 30-day advance notice requirement would be waived and the Union could advise of its desire to cancel the program on 4 working days' notice.

A sub-committee comprised of the President of Council 4000 and/or designate, and the Assistant General Manager Intermodal Operations and/or Chief Assistant Mechanical Officers or designates will meet and agree upon the number of participants at each location, prior to implementation of the program, and thereafter will monitor this program and may make any alterations necessary by mutual agreement.

Either party will have the right to cancel this agreement upon 30 days' written notice to the other.

If you are in concurrence with this program as outlined, please signify your agreement by countersigning below.

Yours truly,

I CONCUR

K. A. Madigan  
Sr. Vice-President, Human Resources

Dave Kissack  
President, UNIFOR Council 4000



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March 31, 2019

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack:

This is with regard to our discussions during negotiations concerning the grievance procedure in Article 24 of Agreement 5.1 and Article 5 of the Supplemental Agreement.

The Company and the Union recognize that open and frank discussions promote the resolution of grievances and that there is value in reviewing common issues and concerns across the CN system. Therefore, this will confirm that the parties agree to hold up to two (2) system-wide, joint conferences per year, during the term of the current collective agreements.

Yours truly,

I CONCUR

K. A. Madigan  
Sr. Vice-President, Human Resources

Dave Kissack  
President, UNIFOR Council 4000





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March 31, 2019

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack:

Re: Montreal and Brampton Intermodal and Automotive Terminal (Autoramp) Hours of Work

Dear Mr. Kissack,

During bargaining, the Union raised concerns in relation to breaks not contemplated in Article 4 of Agreement 5.1 and Article 12 of the Supplemental Agreement.

The Company understands that, at times, circumstances may require employees to take a brief pause outside of their scheduled meal period, for example to use washroom facilities or take shelter from extreme weather, or replenish their water supply. The Company does not intend to prevent such pauses, provided they are taken during a work lull, or do not interrupt production, and with the understanding that employees come to work prepared with the necessary supplies for the duration of their shift.

The Company will continue to monitor productivity levels to ensure individuals are abiding by these guidelines. Concerns will be handled on a case by case basis.

Yours truly,

K. A. Madigan  
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March 31, 2019

Dave Kissack  
President, UNIFOR Council 4000

Dear Mr. Kissack:

This is with regards to the Union's request to modify the terms of the collective agreement to permit employees to reserve up to one week's vacation entitlement to be used on an ad hoc basis throughout the year. The Company responded that because of the changes to the Canada Labour Code, it is unsure of the impact of the new provisions on the availability of its workforce.

Therefore, while we could not agree with your demand, the Company agrees that it will continue current local practices with regards to one-day vacation requests at those locations or offices where it currently allows such for the life of the renewed collective agreement.

Yours truly,

K. A. Madigan  
Sr. Vice-President, Human Resources



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March 31, 2019

Dave Kissack  
President, Unifor Council 4000

Dear Mr. Kissack:

This has reference to our discussions during national bargaining concerning the payment of a tool allowance to Mechanics in Collective Agreement 5.1 and the Intermodal Supplemental Agreement.

This will confirm that for the period from ratification until December 31, 2022, at locations where the Company does not provide tools to our Mechanics, we will give newly hired Mechanics a one-time allowance of \$1,000, upon completion of the probationary period. Should said Mechanic leave CN within 1 year of completion of the probationary period, they will be required to refund the \$1000 tool allowance.

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

Yours truly,

I CONCUR

K. A. Madigan  
Senior Vice President, Human Resources

Dave Kissack  
President, UNIFOR Council 4000