

MEMORANDUM OF SETTLEMENT

Dated

March 20, 2023

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

Unifor Local 100

Collective Agreement 12 & 12.90

RE:

Application of Wage Increases and Other Changes Covering the
Years 2023 & 2024

Rates of Pay effective as indicated

Rules and Benefits effective the 1st 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 12 & 12.90, covering employees represented by Unifor Local 100, 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 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 **\$1500** will apply to all employees who were active at the time of ratification.

5. Train Passes

2018 MOA Attachment "A" – Via Rail Pass – is replaced by 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 for 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 increased to **\$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.

Short Term Disability duration will be 41 weeks. First 15 weeks will be paid by Canada-life. Next 26 weeks will be paid by Employment Insurance and Canada-life will top up.

WORK RULES

13. Rule 1 – Hours of Work & Meal period

Amend Rule 1.11 as follows:

The starting time for each employee shall be fixed and shall not be changed without at least ~~twenty four hours~~ **forty-eight (48)** hours notice.

14. Rule 6 – Emergency Calls and Wrecking Service

Amend Rule 6.4 as follows:

Employees returning from emergency service who commenced such service prior to the 8 hour period immediately preceding the starting time of their regular assignment at their home location, and who because of such service have been unable to secure ~~five~~ **eight (8)** hours of undisturbed rest immediately prior to the starting time of their regular assignment at their home location, shall be accorded a minimum of ~~five~~ **eight (8)** hours of rest with no loss of pay before being requested to report on their regular assignment at home location. Such ~~five~~ **eight (8)** hours shall commence from the time the employees are released from service at their home locations.

Amend Rule 6.13 as follows:

Employees returning from wrecking service who commenced such service prior to the 8 hour period immediately preceding the starting time of their regular assignment at their home location, and who because of such service have been unable to secure ~~five~~ **eight (8)** hours of undisturbed rest immediately prior to the starting time of their regular assignment at their home location, shall be accorded a minimum of ~~five~~ **eight (8)** hours of rest with no loss of pay before being requested to report on their regular assignment at home location. Such ~~five~~ **eight (8)** hours shall commence from the time the employees are released from service at their home locations.

15. Rule 8 – Road Work (Applies to Heavy Duty Mechanics & Electricians Only)

Amend Rule 8.6 as follows:

Employees sent out on road repair work under this Rule 8 on regularly assigned rest days shall be paid ~~time and one-half~~ **applicable overtime rates** for working, waiting, and travelling a minimum of ~~eight (8) hours at time and one-half~~ not less than the equivalent of **their regular hours at their home terminal, i.e. 8-hour shift/10 hour shift/12 hour shift. [8.10.12]**

16. Rule 23 – Seniority (incl. probation, bulletining & filling bulletins, layoff)

Amend 23.1 as follows:

New employees shall not be regarded as permanently employed until they have completed ~~65~~ **90** working days cumulative service. In the meantime, unless removed for cause which, in the opinion of the Company renders them undesirable for its service, employees shall accumulate seniority from the date they entered the classification in the trade and shall be regarded as coming within the terms of this Agreement.

Amend Rule 23.11 as follows:

Within a main shop, successful applicants will be permitted to move within fifteen (15) calendar days of the close of the bulletin. This period may be extended to 30 days by mutual agreement with the Regional Vice-President.

Within a running repair point, successful applicants will be permitted to move within ~~thirty (30)~~ **twenty-five (25)** calendar days of the close of the bulletin. This period may be extended by mutual agreement with the Regional Vice-President.

Amend Rule 23.16 as follows:

When it becomes necessary to make a reduction in staff at any seniority terminal, at least ~~four~~ **(4) five (5)** working days' notice shall be given to the employees affected before reduction is made, and lists shall be furnished to the Local Committee and Regional Vice-President.

This does not apply in laying off persons who have been temporarily employed for a duration of less than 65 working days to meet special requirements. In the event that a strike or work stoppage by employees in the Railway industry is called on less than ~~four~~ **(4) five (5)** days' advance notice, a shorter notice may be given under this Rule 23.16. In reducing forces, Apprentices shall be laid off before mechanics are laid off at the same seniority terminal, providing the mechanic's seniority date is senior to the Apprentice's Apprentice seniority date.

17. Rule 31.8 – Shift Differentials

Amend Rule 31.8 as follows:

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of ~~seventy five cents (\$0.75)~~ **one dollar and fifty cents (\$1.50)** per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of ~~one dollar (\$1)~~ **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.

18. RULE 38 - Use of Private Automobile

Amend Rule 38.1 as follows:

Where an automobile mileage allowance is paid, such allowance shall be ~~thirty three (33¢)~~ **fifty cents (50¢)** per kilometer.

19. Rule 42 – Exhausting of Steam and Fumes from Locomotives

Amend Rule 42 as follows:

42.1 In shops not now equipped to exhaust fumes from engines, arrangements will be made to equip them so that fumes from locomotives will not be blown off inside the shop. All engines will be placed under exhaust hoods where **applicable**.

- 42.2 Shops will undergo yearly air quality testing or more frequently as required. The results of air quality testing will be provided to the local health and safety committee and local union representative. Repairs to equipment such as exhaust fans and air monitoring devices that are bad order will be repaired as soon as possible and regular updates will be provided to the local health and safety committee and local union representative.**
- 42.3 If a locomotive is found to be smoking excessively, the unit will be shut down immediately and management notified. Engines and equipment will not be run inside shops or other enclosed facilities except when absolutely necessary, unless placed directly below functioning exhaust hoods.**
- 42.4 Locomotives which are emitting an excessive amount of exhaust shall not be used to switch units in or out of the shops either.**

NOTE: The designated company officer and local 100 Vice President Health and Safety or designate will review the local policies in regards of locomotive diesel exhaust inside of shops.

20. Rule 44 – Bereavement Leave

Amend Rule 44.1 as follows:

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

Amend Rule 44.2 as follows:

Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandchild, or grandparent, or any relative of the employee who resides permanently with the employee or with whom the employee-permanently resides, the employee shall be entitled to **three (3) working days' bereavement leave without loss of pay and an unpaid leave for a maximum duration of seven (7) days,** provided that the employee has not less than three months' cumulative compensated service.

It is the intent of this Rule to provide for the granting of leave from work **that 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 that immediate family member occurs. At the request of the employee, the employer may extend, in writing, the period during which the leave of absence from employment**

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

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

If an employee is bereaved while on vacation, bereavement leave days shall not be included as part of the vacation period. The vacation days not taken will be rescheduled through mutual agreement between the Company and the employee.

In addition to the above, if an employee is bereaved while on vacation immediately preceding their retirement from service, such employees must provide proper supporting documentation and shall not be required to cancel vacation to qualify for bereavement leave pay resulting in delaying their retirement from service. The Company shall make arrangements to pay such employee the appropriate bereavement leave pay.

Definition of Eligible Spouse

The person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible Employee, or the common-law partner of the Eligible Employee.

“Common-law partner” means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

21. Rule 45 – General Holidays

45.4 (b) to be amended as follows:

Must be available for duty on such holiday, if it occurs on one of their work days, excluding vacation days, except that this does not apply in respect of employees who are laid off or suffering from a bona fide injury, or who are hospitalized on the holiday, or who are in receipt of or subsequently qualified for weekly sickness benefits because of illness on such holiday, **or who are on authorized maternity/paternity or parental leave**; when employees are required to work on such general holiday they shall be given an advance written notice of ~~four~~ **five (5)** calendar days except for unforeseen exigencies of the service in which case that will be notified not later than prior to the completion of their shift or tour of duty immediately preceding such holiday that their services will be required; and

45.4 (c) Note to be amended as follows:

Note: Provided that employees are available to work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualify for weekly sickness benefits and authorized maternity/**paternity or parental** leave will be included in determining the 12 of the 30 calendar days referred to in this Clause (c).

22. Rule 58 – Printing of Agreements

Rename Rule 58 to “Distribution of Agreements” and amend Rule 58.1 as follows:

The company agrees to print 250 English (5”x7”) copies and 50 French (5”x7”) copies of the collective agreement and its addendums (E.I.S.M.A, Employee Benefit plans, etc) within 90 days from the date the contract language is agreed to. Printing to be completed in one book where possible. The company will provide 2000 electronic memory sticks (USB) with an updated copy of the collective agreement and its addendums (E.I.S.M.A, Employee Benefit plans, etc).

APPENDICES

23. Appendices

All other appendices contained in the current Collective Agreement will be continued.

24. Appendix XXV regarding Sick Leave

To be amended with the addition of Attachment “K”.

ESIMA

25. Relocation Expenses

Amend Article 6 as follows:

6.4) Effective April 1, 2023, eligible Employees, will receive an allowance of up to ~~\$825~~ **\$866** for incidental expenses actually incurred as a result of relocation.

6.5) Effective April 1, 2023, 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 ~~\$210.00~~ **\$220.50** for an employee without dependents, and that an additional amount of ~~\$100~~ **\$105** will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

6.8 a) Effective April 1, 2023, except as otherwise provided in Article 6.8 (c), reimbursement of up to ~~\$14,000~~ **\$14,700** for loss sustained on the sale of a relocating employee's private home which the employee occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.

6.8 c) (ii) effective April 1, 2023, should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other collective agreements, the maximum amount of ~~\$14,000~~ **\$14,700** in Article 6.8(a) shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other collective agreement.

6.9) Effective April 1, 2023, 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 ~~\$7,000~~ **\$7,350**. Receipts shall be required.

6.10) Effective April 1, 2023, 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 ~~\$215.00~~ **\$236.50** which will be payable for a maximum of 12 months from the date of transfer to the new location. Should employees elect to transfer to other locations during such twelve-month period following the date of transfer, they shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation. Employees who elect to move their household effects to a new location during the twelve-month period following the date of their initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of their relocation.

GENERAL AND HOUSEKEEPING

26. Housekeeping

Throughout the collective agreement, any rules or appendices that the parties agree to delete will be marked "intentionally left blank". Any agreed new text will be incorporated into existing rules, added at the end of the relevant rule, or added as a new rule or appendix, to ensure numbering stays consistent over the history of the collective agreement.

Remove all gendered language from the collective agreement. Replace references in the collective agreement to “him”, “her”, “him/her”, “himself/herself”, “his/her” with “the employee”, “the candidate”, “the incumbent”, “they”, “their”, “them”.

Move Appendix III into the body of the agreement at Rule 27.2, as per Attachment “L”.

Amend E.S.I.M.A. Definitions as follows:

G. (iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity/**paternity or parental leave**, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 120 days in any calendar year, shall be included in the computation of Cumulative Compensated Service.

The following letters of understanding from previous Memoranda of Agreement are renewed for the life of this collective agreement:

- 2011 MOA Attachment “J” – CN to provide monthly reports to local 100 about new hire contact info/terminated/retired/passed away
- 2011 MOA Attachment “L” – Member orientation for new hires
- 2011 MOA Attachment “M” – STD dispute process and grievance to start at last step prior to Arbitration
- 2015 MOA Attachment “H” – letter on doctor’s notes dated February 23, 2015
- 2015 MOA Attachment “I” – PMRC dispute escalation form
- 2015 MOA Attachment “N” – vacation planning meeting between local managers and the union
- 2015 MOA Attachment “O” – wash up time
- 2018 MOA Attachment “B” – Application of Rule 23.12
- 2018 MOA Attachment “E” – Skill Retention Program
- 2018 MOA Attachment “G” – Hiring and Retention
- 2018 MOA Attachment “J” – Joint Trade Study Group

27. General

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:

Line Tanguay
Director, Labour Relations

William Perry
Director, Intermodal Operations

Jeremiah Thomas
Chief Mechanical Officer, East

Jihan ElShamey
Senior Manager, Labour Relations

Laura Williams
Human Resources Business Partner

Melanie Martens
Senior Manager, HR Compliance

FOR THE UNION:

Cory Will
President, Local 100

Shane Silver
Vice President, Local 100, Mountain

Ashok Venkatarangam
Vice President, Local 100, Great Lakes

Simon Moreau
Vice President, Local 100, St. Lawrence & Atlantic

Chris Garrod
Vice President, H & S Legislative Affairs

Jesse Julien
Local Representative, Local 100, Mountain

Josh Geller
Local Representative, Local 100, Great Lakes

Alexandre Letarte
Local Representative, Local 100, St. Lawrence

Clayton Ross
Local Representative, Local 100, Prairie

Stephane Isabelle
National Representative



Human Resources
Canadian National
Montreal, Quebec

ATTACHMENT A
Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Cory Will
President, Unifor Local 100

Dear Mr. Will:

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 such time as notices are served to open bargaining of the current collective agreement, 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 Local 100 will be notified.

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

Yours truly,

I CONCUR.

Line Tanguay
Director, Labour Relations

Cory Will
President, Local 100



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Mr. Cory Will
President, Unifor Local 100

Dear Mr. Will,

This with regards to discussions held during 2022 bargaining where both parties expressed their concerns for employees who may not be receiving the support they need while not in active service in the workplace for different reasons, such as placed on Canada Life Benefits, WCB-WSIB, etc.

The parties explored means by which relevant information regarding those employees be shared with the Union to better work together to ensure the employees are offered any support from the Company and the Union, if required.

As a result of these discussions, the parties have agreed that a list of inactive employees be shared at the local level, up on request, as part of an informal bi-weekly meeting between the local Union representative and the Supervisor or Manager in charge, to allot for better communication between parties. This meeting shall comply with the rules of confidentiality and respect to the required privacy of employees.

If you concur, please acknowledge below.

Yours truly,

I CONCUR:

Line Tanguay
Director, Labour Relations

Cory Will
President, Unifor Local 100



Mechanical
Canadian National
Montreal, Quebec

Mécanique
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Mr. Cory Will
President, Unifor Local 100

Dear Mr. Will,

During 2022 national bargaining, the parties discussed the need to ensure that Local Health and Safety Committees pay adequate attention to safety matters within the Mechanical department.

The parties agree that in locations where 20 or more members of the Mechanical department are employed, Local Health and Safety committees may be formed solely by members of the Mechanical department.

If you concur, please acknowledge below.

Yours truly,

I CONCUR:

Mark Grubbs
Vice President, Mechanical

Cory Will
President, Unifor Local 100



Mechanical
Canadian National
Montreal, Quebec

Mécanique
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Mr. Cory Will
President, Unifor Local 100

Dear Mr. Will,

During 2022 national bargaining, the parties discussed the need for increased dialogue on safety culture, to share best practices and encourage collaboration at the national level.

The parties agree that the signatories to this letter or their designates will meet within 60 days of the ratification of this agreement to discuss a format for such discussions.

If you concur, please acknowledge below.

Yours truly,

I CONCUR:

Mark Grubbs
Vice President, Mechanical

Cory Will
President, Unifor Local 100



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Mr. Cory Will
President, Unifor Local 100

Dear Mr. Will,

During 2022 national bargaining, the Union raised concerns about payroll deductions for overpayments or any monies owed to the Company. The Company recognizes its responsibility in communicating the information to the affected employees and making the proper repayment arrangements, if required. The parties also recognize that employees need to advise the Company if they notice any payroll irregularity to address any issue in a timely manner.

As a result, the Company is ready to address the issue by applying the following process:

- If the amount is less than \$200, the recovery payment schedule will be in one (1) pay period.
- If the amount is more than \$200 but less than \$500, the affected employee and the Union will be notified, and the recovery payment schedule will be in two (2) pay periods,
- If the amount is more than \$500 and less than \$1000, the affected employee and the Union will be notified, and proper arrangements will be done with the company to establish a repayment plan.
- If the amount is more than \$1000, the affected employee and the Union will be notified and no deduction will be made until the Company has written confirmation of the agreed repayment schedule.

All of the above applies unless otherwise agreed upon between the employee and the Company. There shall be no unreasonable delay in reaching an agreement on a repayment schedule.

If you concur, please acknowledge below.

Yours truly,

I CONCUR:

Line Tanguay
Director, Labour Relations

Cory Will
President, Unifor Local 100



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Mr. Cory Will
President, Unifor Local 100

Dear Mr. Will,

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 Vice President will be notified forthwith.

Notwithstanding the above, if there is any discrepancy in 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

Cory Will
President, Unifor Local 100



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Cory Will
President, UNIFOR Local 100

Dear Mr Will:

As discussed during the 2018 round of negotiations, both parties explored the challenges of releasing employees from work on General Holidays while also providing 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 the General Holidays defined in Rule 45.

Canvassing

A sign up sheet will be posted in each workplace at least 14 calendar days in advance of each General Holiday (attached). Employees who wish to work on the General Holiday shall indicate this sign up sheet no later than 7 calendar days before the Holiday, with the understanding that signing up does not constitute a guarantee they will actually be required to work on that Holiday.

Notice

The provisions of Rule 45.4b still apply: employees required to work on a General Holiday will be given advance notice of **five (5)** 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 signed up to work on the Holiday, in seniority order, before assigning other employees required on the basis of “senior may, junior must”.

Adjustment of Holiday requirement

Following the five-day notice, management will continue to monitor and adjust staffing requirements for the General Holiday, based on operational realities and forecast workloads, and will release employees from holiday service whenever possible. When releasing employees after the five-day notice, preference will be given to releasing those who were assigned, in seniority order, followed by those employees who signed up to work, in reverse seniority order.

This Agreement will remain in effect until December 31st 2024.

Yours truly,

I CONCUR

Line Tanguay
Director, Labour Relations

Cory Will
President, UNIFOR Local 100



Human Resources
Canadian National
Montreal, Quebec

ATTACHMENT H

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 20, 2023

Cory Will
President, Unifor Local 100

Dear Mr. Will:

The parties agree to grant a Northern Living Allowance to employees who permanently reside and hold an assignment in the terminal of Horne Payne, ON, Fort St John, BC, and Senneterre, QC. This allowance will be \$500 per month payable at the end of each month of permanent residence at these locations.

These allowances will begin on the 31st day of the first month after ratification of this collective agreement and will cease on December 31, 2024.

This letter replaces the previous letter of understanding of December 14, 2018.

If you are in agreement, please countersign below.

Yours truly,

I CONCUR.

Line Tanguay
Director, Labour Relations

Cory Will
President, Local 100



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

Appendix XXV (A)
Sick Leave

March 20, 2023

Mr. Cory Will
President, Unifor Local 100

Dear Mr. Will

During national bargaining, the parties discussed Appendix XXV – 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

Cory Will
President, Unifor Local 100