MEMORANDUM OF SETTLEMENT

Dated

December 9, 2024

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

Unifor Local 100

Collective Agreement 12

RE:

Application of Wage Increases and Other Changes Covering the Years 2025, 2026, 2027 & 2028

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. <u>Term of Contract</u>

Collective Agreement 12, covering employees represented by Unifor Local 100, will be renewed for a period of 4 years commencing January 1, 2025.

2. Wages

- a) Effective January 1, 2025, a wage increase of 3% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2024. Retroactive payments to all active employees will be made within sixty (60) days following ratification.
- b) Effective January 1, 2026, a wage increase of 3% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2025.
- c) Effective January 1, 2027, a wage increase of 3% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2026.
- d) Effective January 1, 2028, a wage increase of 3% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2027.

3. Lump Sum

A non-pensionable lump sum payment of \$1,000 will apply to all employees who are active at the time of ratification. Employees on STD, Maternity or Paternity leave will receive such payment upon return to active duty.

4. Train Passes

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

5. 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.

6. Extended Health Care Plan

Effective the first of the month following ratification, a prescription will no longer be required for smoking cessation drugs.

Effective the first of the month following ratification, Occupational Therapist will be included in Paramedical coverage in the same category as Physiotherapist, chiropractor.

Effective the first of the month following ratification, coverage for clinical Canadian Certified councillor, Provincially Certified Councillor, Orientation Counseller, psychologist, physiotherapist, and social worker will be covered up to 85%.

Effective the first of the month following ratification, hearing aids will be covered to a maximum of \$750 per person (adult or child).

Effective the first of the month following ratification, eye glasses and contacts will be covered to a maximum of \$300 every 24 months / 12 months for children under 18.

7. <u>Dental</u> Benefits

Effective the first of the month following ratification, orthodontics will be covered to a lifetime maximum of \$1,000.

Effective the first of the month following ratification, the combined maximum per covered individual will be \$2,150.

8. <u>Short Term Disability</u>

Effective the first of the month following ratification, the short-term disability weekly will be a maximum of \$930 per week for new claims. Effective January 1, 2026, the maximum will be \$1,030. Effective January 1, 2027, the maximum will be \$1,130. Effective January 1, 2028, the maximum will be \$1,230.

Effective the first of the month following ratification, the waiting period for short term disability will be seven calendar days, and Canada Labour Code medical leave days will be applied during the waiting period only.

The Company will provide 10 Code provided paid medical leave days on January 1 of each year of the Collective Agreement to all Unifor represented employees.

9. Basic Life Insurance

Effective the first of the month following ratification, the amount of Basic Life Insurance will be \$57,000. Effective January 1, 2026 it will be \$58,000. Effective January 1, 2027 it will be \$59,000. Effective January 1, 2028 it will be \$60,000.

10. Lifetime and Annual Maximums for Extended Health Care Plan

Effective the first of the month following ratification, the lifetime maximum will be \$66,000.

WORK RULES

11. Article 8 – Road Work

Amend Article 8.3 as follows:

8.3 For all hours travelling, waiting, or for work performed during regular work hours, straight time shall be paid, and overtime rates during overtime hours. If relieved from duty and permitted to go to bed for five (5) eight (8) hours or more, they will not be allowed such pay for such hours. Where meals and lodging are not provided by the Company when away from home station, actual necessary expenses will be allowed.

12. Article 28 – Final Disposition of Grievances

Amend Article 28.20 as follows:

28.20 The parties agree that the following Arbitrators shall be utilized to hear the expedited cases:

For Ontario – East: The primary arbitrators shall be Chris Albertyn and Graham J. Clarke. These arbitrators shall be utilized in rotation. Should the Arbitrators mentioned herein not be available in the months prescribed above, the parties will utilize the following arbitrators as replacements: F.W. Weatherill and Christine Schmidt James Cameron and Maureen Flynn.

For Manitoba – West: The primary arbitrators shall be John Moreau Amanda Rogers and Vince Ready. These arbitrators shall be utilized in rotation. Should the Arbitrators mentioned herein not be available in the months prescribed above, the parties will utilize the following arbitrators as replacements: Doug Jones and John Hall.

If none of the above arbitrators are available, the parties will make every effort to agree on an alternate Arbitrator. If no agreement is forthcoming, either party may apply to the Minister of Labour for an appointment of an Arbitrator.

13. Article 31 – Shift Differential

Amend Article 31.8 as follows:

Should an employee be required to work overtime during a period that qualifies for a shift differential then they will receive the shift differential premium for overtime worked. However, 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.

APPENDICES

All appendices contained in the current Shopcraft 12 agreement will be reproduced in the rewrite of these agreements, except as otherwise indicated herein:

- 1. Appendix X Facility Maintenance Relief Positions is amended as per attachment "B"
- 2. Appendix XXIV Hiring Qualified Mechanics is amended as per attachment "C"

LETTERS OF UNDERSTANDING

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

- 1. Regarding the use of cameras and surveillance technology Attachment "D"
- 2. Regarding technology concerns Attachment "E"
- 3. Employees Not In Active Service Attachment "F"
- 4. Mechanical Health and Safety Committee Attachment "G"
- 5. National Safety Dialogue Attachment "H"
- 6. Skills Retention Program Attachment "I"
- 7. Over-payment Schedule Attachment "J"
- 8. OHS Medical Review Pay Attachment "K"
- 9. Hiring and transfer incentives Attachment "L"
- 10. General Holiday Work Canvas Attachment "M"
- 11. Northern Living Allowance Attachment "N"
- 12. Regarding CN to provide quarterly reports to local 100 about new hire contact info/terminated/retired/passed away Attachment "O"
- 13. Trade Study Group Attachment "P"

- 14. SHP 530 Substance Testing Attachment "Q"
- 15. Regarding Member orientation for new hires -Attachment "R"
- 16. STD dispute process and grievance to start at last step prior to Arbitration Attachment "S"
- 17. Regarding Vacation planning meeting between local managers and the union –

 Attachment "T"
- 18. Wash up time Attachment "U"
- 19. Women's Advocacy Attachment "V"
- 20. Regarding the Joint Review of the Unifor CN Benefit Plan Attachment "W"
- 21. The following letters form prior memorandums are renewed without amendments:

2011 MOS Item	Subject
Attachment B	Health Spending Account

2015 MOS Item	Subject
Attachment E	SHP 715
Attachment I	PMRC Dispute Escalation Form
Attachment H	Doctors Notes

2018 MOS Item	Subject
Attachment B	Rule 23.12

GENERAL

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, 2024.

The Agreement shall remain in full force and effect until December 31, 2028, 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, 2028, 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 9th day of December 2024.

FOR THE COMPANY:	FOR THE UNION:
Melanie Martens Director, Labour Relations	Cory Will President, Local 100
Manuel Salzar Chief Mechanical Officer, East	Shane Silver Vice President, Local 100, Mountain
Danny Clements Chief Mechanical Officer, West	Ashok Venkatarangam Bargaining Representative, Local 100
Orville Bennett Sr. Manager, Terminal	Simon Moreau Vice President, Local 100, St. Lawrence & Atlantic
Nicolas Levasseur Sr. Manager, Terminal	Chris Garrod Vice President, H & S Legislative Affairs
Anita Culen	Josh Geller

Sr. Human Resources Business Partner	Local Representative, Local 100, Great Lakes
	Alexandre Gravel
Marc Salemi Human Resources Business Partner	Local Representative, Local 100, St. Lawrence
	Clayton Ross Local Representative, Local 100, Prairie
Jennifer Darby Manager, Labour Relations	Jason Lancaster Vice President, Local 100, Prairie
	Vicki Babcock Local 100 Bargaining Representative
Jacqueline Zhu Sr. Manager Financial Planning	
	Markus Critchley Local 100 Bargaining Representative
Valentina Carreiro Associate HR/LR Compliance	
	Joel Kennedy National Rail Director, Unifor
	Marc-Andre Paré Local 100 Bargaining Representative



Stephanie McGuire

Sr. Director, Labour Relations

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Attachment A

This letter will not form part of the Collective Agreement	
December 8, 2024	
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 on or subsequent to September 1, 2028, 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.	

Cory Will

President, Local 100



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> Appendix X Attachment B

January 23, 2011 24 Octobre 2024

Cory Will President, Local 100 Unifor Winnipeg, MB

Dear Mr. Will:

This has reference to our discussions at the 2024 round of bargaining, concerning the letter regarding Qualifications for Facility Maintenance Work dated January 23, 2011 in the Memorandum of Agreement to resolve national bargaining, which included an overall settlement of the Trade Modernization dispute.

As part of the Trade Modernization settlement, it was agreed that up-skill training would be required for Facility Maintenance positions and it was additionally agreed that a sufficient pool of Facility Maintenance Relief positions would be established and also receive up-skill training to be deemed qualified to work within maintenance and fill vacancies when required.

With respect to the above, this will confirm that at the time of signing the January 23, 2011 agreement, it was the parties' intent that bidding and being awarded a Facility Maintenance Relief position was the method to gain access to a Facility Maintenance position. Where qualified or requiring training, an employee desiring a position within Facility Maintenance would be required to bid on a Relief assignment and remain attached to the Relief position until such time as an opening within Facility Maintenance occurred.

Employees awarded a Facility Maintenance Relief position are not subject to displacement from their Relief position **except as detailed below**, and will remain on their regular assignment until a temporary or permanent vacancy is required to be filled. Vacancies within Facility Maintenance will first be bulletined amongst the existing Facility Maintenance work group. The unfilled vacancy will be filled by the senior employee in the classification that is occupying a Relief position, or as otherwise locally agreed.

For employee's holding relief positions, and who are relieving, or expected to relieve a permanent maintenance position for over 89 days, the regional representative of the Union will be consulted to determine whether to extend a temporary vacancy or to bid it as a permanent vacancy, with the intention of minimizing impacts to employees and the Company.

During the 2024 round of negotiations, the parties agreed on how to apply a This has reference to our ongoing discussions and regarding consistent application of this arrangement, and subsequent to the previous agreement of settlement of the Trade Modernization dispute and the party's agreement to address qualification, seniority and release of relief employees as concerns raised by the Union in regard to the performance of Facility Maintenance work. During the 2024 round of negotiations, the parties agreed on a consistent application of this agreement to address qualifications, seniority and release of relief employees for Facility Maintenance positions.

The following items have been agreed:

- The Company assured the Union that it currently has no intentions of altering the
 assignment of work at locations where employees perform Facilities Maintenance work.
 Further, the Company confirmed that they are prepared to meet with the union to review
 those locations where there are disputes with the view of having that work brought back
 into the bargaining unit. The first such meeting will take place in Vancouver as soon as
 practicable.
- 2. The parties commit to ongoing discussions in this area to also determine the appropriate staff and trades mix for Facilities Maintenance at each location. In our discussions the Union raised the issue that current Heavy Duty Mechanics and Electricians will be required to be up-skilled to Heavy Duty Equipment Mechanics (HDEM) and Construction Maintenance Electrician or provincial equivalent (C of Q) respectively in order to maintain or obtain a position through the exercise of seniority.

The parties agree that should a situation arise where a permanent Facility Maintenance employee is displaced for any reason, the employee may exercise their seniority onto a Facility Maintenance relief position which may result in the junior employee holding a relief position at a location to be displaced from holding a relief position. Should the junior employee being displaced from the relief position have any training underway at the time of the displacement, the Company commits to allow the employee to complete the training.

Permanent vacancies within Facility Maintenance will first be bulletined amongst the existing Facility Maintenance work group. The unfilled vacancy will be filled by the senior employee in the classification that is occupying a Relief position, or as otherwise mutually agreed upon.

In an effort to address the Union's concerns regarding qualification standards and seniority, the Company commits to up-skill employees to Heavy Duty Equipment Mechanics (HDEM) and Construction Maintenance Electricians currently working in Facilities Maintenance along with an adequate number of relief employees per trade as outlined below. Where there are currently two or more tradespersons in a classification within the Facility Maintenance function at a location, at least two relief employees will be trained on a seniority basis who must subsequently accept future Facility Maintenance vacancies of a temporary or permanent nature. (To clarify, at Location A there are 4 HDM and 1 Electrician who work a facilities maintenance job, the company will train two relief HDM's and one relief Electrician. If at Location B, there are 4 HDM's and 3 Electricians who work a facilities maintenance job, the company will train two HDM's and two Electricians for relief. All costs associated with obtaining a HDEM and Construction

Maintenance Electrician CofA and/or CofQ will be borne by the company.

For further clarity, relief position pools will be based out of the following locations, and they will cover the vacancies in the locations as outlined in the sub-bullets:

- Toronto Mac Yard
 - Brampton
 - Mac Yard
 - Mac Yard LRC
 - Sarnia
 - Oakville
 - Longlac
 - Capreol
- Walker
- Halifax
- Moncton
- Montreal-Taschereau
 - Taschereau Yard
 - Montreal HQ
 - Joffre
 - Garneau
 - Seneterre
- Prince George
 - Prince George Shop and Wheel Shop
- Saskatoon
- Thornton
- Winnipeg
 - Symington LRC
 - Symington Facility Maintenance
 - Transcona Maintenance

NOTE: The parties agree to meet on a yearly basis to review the number of relief positions at each location and ensure a consistent list is maintained of those employees holding relief positions at each location.

- 3. Employees who undergo up-skill training and are subsequently awarded a Facility Maintenance position will be locked-in in accordance with the following criteria:
 - a). Heavy Duty Mechanics and Electricians who hold a Facilities Maintenance position will be required to remain on that position for two years from date of award of the bulletin before being permitted to apply for another position. The tradesperson may only be permitted to relinquish their Facilities Maintenance position if at any time they are able to provide a medically justifiable reason to vacate the position or if there are extenuating personal circumstances that would support a release from the position. Medical and personal extenuating circumstances will be reviewed by the President of **UNIFOR** CAW Local

100 and the Vice-President Mechanical.

- b) After occupying a Facilities Maintenance position for two years, the tradesperson may subsequently at any time thereafter voluntarily give six months' notice to the Local Management with a copy to the Local Chairperson to indicate their desire to vacate the position held. The tradesperson will not be retained in the Facilities Maintenance position unnecessarily beyond the six month notice period.
- c) Upon the company receiving 5 day's notice of a vacancy, an employee holding relief position will be released to fill such vacancy.
- 4. The Facility Maintenance Up-skill training to Heavy Duty Equipment Mechanic and Construction Maintenance Electrician qualification standards will continue as agreed between the parties. as agreed in items 1 through 3 above, will begin within six (6) months of the signing this agreement.
- 5. It is also understood, employees that successfully bid a Facility Maintenance position, or relief position, shall be trained and qualified regardless of whether they are within seven (7) years of eligible retirement as identified in the Trade Modernization Terms of Agreement.

This letter replaces the letter dated January 23, 2011 regarding Qualifications for Facility Maintenance Work addressed to J. Burns and the letter dated February 23, 2015, addressed to Ken Hiatt regarding Trade Modernization.

FOR THE COMPANY:	FOR THE UNION:
NA-lawia Nasatawa	Come NACH
Melanie Martens	Cory Will
Director, Labour Relations	President, Local 100



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> Appendix XXIV Attachment C

October 22nd 2024

Cory Will

President, Local 100

Unifor

Dear Mr. Will,

As discussed during our meetings during the 2018 round of negotiations, both parties explored the challenges of attracting fully qualified mechanics to join the CN Mechanical team, while also providing them with adequate training and familiarity with CN's rolling stock and mechanical operations. As a result of those discussions, the parties have agreed to the following as a targeted solution:

Parameters of this Agreement

This agreement shall govern the training, rate of pay, and job placement of any newly hired "fully qualified mechanic" as defined by Rule 23.9(c) of Collective Agreement 12.

General Training Period

Upon hire, and in addition to all required training at the CN campus, fully qualified mechanics must complete a general training period at their work location, the purpose of which is to allow these new hires to work alongside their railway-experienced colleagues and to become familiar with all aspects of the job at their work location.

This general training period will last for up to six (6) months of cumulative compensated service from the date of hire. The calculation of the general training period will include time spent in required training at the CN campus.

NOTE: The 65-day probationary period referenced in Rule 23.1 would still apply.

Training Plan

At any location where a fully qualified mechanic has been hired, the appropriate Company Officer and the Local 100 Skilled Trades Coordinator will establish a general training plan. This plan will include a shift rotation that ensures maximum opportunity for the newly hired mechanic to become familiar with CN's rolling stock, and repair, inspection and maintenance practices, as well as mechanical operations at that specific location.

NOTE: The requirement to pass qualifying tests referenced in Rule 23.9(b) would still apply.

Rate of Pay

For the duration of their general training period, fully qualified mechanics shall be paid the second (08-14 month's CCS) starting rate of their classification, as it appears in Rule 31.1(b)(ii). Upon completion of the general training period, they shall be paid the full rate for their classification, as it appears in Rule 31.1(a). In certain instances where the parties mutually agree, the step rate may be waived.

Job Bulletins

When a fully qualified mechanic is hired, a vacancy will be bulletined in accordance with Rule 23.11, only upon the completion of the general training period for that Mechanic.

Yours truly, I concur,

Melanie Martens Cory Will

Director, Labour Relations President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment D

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

NOVEMBER 30, 2024

Cory Will President, Local 100 Unifor

Dear Mr. Will,

During the 2024 round of collective bargaining the Union raised concerns about the use of cameras and surveillance technology within Mechanical facilities across Canada.

The Company reiterated its commitment to using camera technology in a responsible manner and in accordance with the law as well as applicable internal policies.

Within one year of ratifying the collective agreement, meetings will be held at all facilities where employees covered by Agreement 12 work. These meetings, involving local management and the Regional Vice-President, will review the placement and rationale for existing cameras, as well as discuss practices related to the access, retention, and disposal of recordings.

The Company further commits going forward to take reasonable steps to notify the President of Local 100 and the applicable regional vice-president prior to the installation of any new cameras in Mechanical facilities prior to their installation.

Subsequent meetings will be held annually or upon request, or when the management team identifies a need to make changes to the placement of cameras or the type of technology being used.

FOR CANADIAN NATIONAL RAILWAY

FOR THE UNION

Melanie Martens Director, Labour Relations CN Cory Will President Unifor Local100



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Attachment E

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

NOVEMBER 30, 2024

Cory Will President, Local 100 Unifor

Dear Mr. Will,

During the 2024 round of collective bargaining the union raised concerns about technology and its impact on bargaining unit work. In particular, the emergence of remote inspection portals and inspection work.

After discussion, the parties agreed that the remote safety inspections as performed today by Unifor-represented employees to certify train inspections using current inspection portal technology, is inspection work as referred to in rule 52.1 a) of the collective agreement.

The parties further agree that frank and open discussion is necessary as technological advances continue to impact the future of work. To that end, technology will be a standing item on the agenda of future labor-management meetings ("top to top meetings").

None of the above is intended to change or limit the application of existing collective agreement provisions.

For Canadian National Railway

For the Union

Melanie Martens Director, Labour Relations Cory Will President, UNIFOR Local 100



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Attachment F

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 22 nd 2024
Cory Will
President, Local 100
Unifor

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 **Sun Life Canada**, 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,

Melanie Martens Cory Will

Director, Labour Relations President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment G

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 24 th 2024	
Cory Will President, Local 100 Unifor	
Dear Mr. Will,	
During 2023 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 twenty (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:
Melanie Martens Director, Labour Relations	Cory Will President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment H

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 22 nd 2024	
Cory Will	
President, Local 100	
Unifor	
Dear Mr. Will,	
During 2023 national bargaining, the parties discussed the need to share best practices and encourage collaboration at the national parties are the parties of the parties discussed the need to share best practices and encourage collaboration at the national parties are the parties of the parties discussed the need to share best practices and encourage collaboration at the national parties of the parties discussed the need to share best practices and encourage collaboration at the national parties discussed the need to share best practices and encourage collaboration at the national parties discussed the need to share best practices and encourage collaboration at the national parties discussed the need to share best practices and encourage collaboration at the national parties are the parties of the national parties and the national parties are the national pa	
to share sest practices and encourage conductation at the natio	niai reven
The parties agree that the signatories to this letter or their de	signates will meet within 60 days of the
ratification of this agreement to discuss a format for such discuss	ssions.
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If you concur, please acknowledge below.	
Yours truly,	I concur,
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment I

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 22 nd 2024
Cory Will
President, Local 100
Unifor
Dear Mr. Will,
As discussed during our meetings in the 2018 round of negotiations, both parties have explored innovative and creative solutions with the view of satisfying the work life halance issues being expressed by the

and creative solutions with the view of satisfying the work-life balance issues being expressed by the Union on behalf of its' members while still meeting the operational needs of the Company.

The following are proposed parameters for the introduction of a Skill Retention Program to allow for improved opportunities for preferred shifts for employees:

General Parameters

- Participation will be purely voluntary.
- Eligibility: participants must have retired within the three (3) years prior to November 30, 2025. Participating retirees will be allowed to participate in their former seniority order based on their classification and relative standing on a terminal seniority list at the time of their retirement.
- It is understood that participants will not accrue any additional pensionable service in the CN Pension Plan.
- Participants will not participate in the Employee Share Investment Plan (ESIP).

- Participation is only open to former UNIFOR Local 100 bargaining unit members who held a permanent unionized scheduled position at the time of their retirement.
- Participants will be assigned to work 2 consecutive days; Saturdays and Sundays.
- Participants will pay union dues in accordance with the provisions of Rule 48 of Agreement
 12
- Participation in the Skill Retention Program will not affect a retiree's eligibility for postretirement Health Care Spending Account benefits.
- Participants will not be eligible for the benefit plans for active employees except they will be enrolled in the Dental and Vision Care plans provided for in Agreement 12 for the duration of their active participation in the Skill Retention Program.
- 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 periods of vacation annually (i.e. four of their 2 day work cycles). Participants shall not form part of the normal vacation allotments at the terminal, nor shall they be allowed to take vacations during the months of July, August or December, unless numbers permit.
- Participants, if eligible under the terms of the Canada Labour Code, will be entitled to the general holidays found in the collective agreement, if the specific holiday falls on their regularly scheduled work day, and payment for work on that day shall be as per the provisions of the Canada Labour Code.
- Participants will be limited to working two regular 8 hour shifts (Sat/Sun) unless otherwise locally-agreed. Participants shall not be permitted to work overtime under any circumstance.
- Participants who are absent for 2 consecutive weekends or 3 weekends in a 60 day period (excluding scheduled vacation), will be immediately terminated from the program.
- At terminals where alternative shifts are in place, modified hours of work and rest days for participants may be agreed upon by the President of UNIFOR Local 100 or his designate and the CN Vice-President Mechanical, or his designate.
- Participants shall not be allowed to hold secondary Rule 6 assignments or any other assignments, such as those governed by the provisions of Rule 8, cold weather watch assignments, etc., nor shall they be assigned to perform any facility maintenance work.
- No active employee holding seniority under the collective agreement will be displaced from any assignment by a skill retention participant.

- The Company shall hire or have hired at least an equivalent number of apprentices at a terminal for each participant of this program working at the respective terminal.
- The Company will determine the number of participants required at each terminal that a Skill Retention Program is established. For each participant re-engaged at a terminal under this program, CN shall establish and bulletin a new position within the classification with Saturday and Sunday rest days. It is understood that all corresponding vacancies resulting from the bulletin process will be posted until there are no applicants. At such time, the vacant position may be blanked.
- There shall be no lay-offs at any terminal while participants in this program are engaged.
- Additional rules and / or procedures for the use of this program may be established through mutual agreement.
- It is understood that participants of this program will have no entitlement to any benefits under the ESIMA.
- Should the Union consider that there is a violation of any provision of this Agreement, the respective Local Chairperson and the Shop Manager will meet immediately to attempt to resolve it. If not resolved, the issue shall immediately be forwarded to the UNIFOR Local 100 President or Local Union designate and the CN Vice-President Mechanical or CN designate for discussion and resolution.

This program will begin no later than **June 1, 2025**. The program will end 90 days before the expiry of Collective Agreement 12.

A sub-committee comprised of Management and Union officials will monitor this program and the parties may make any alterations necessary by mutual agreement.

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

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

Yours truly, I concur,

Melanie Martens Cory Will

Director, Labour Relations President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment J

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 24th 2024

Mr. Cory Will President, Local 100

If you concur. please acknowledge below.

Dear Mr. Will,

During 2023 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 \$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.

,	
Yours truly,	I CONCUR:
Melanie Martens Director Labour Relations	Cory Will President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

	Attachment R
THIS LETTER WILL NOT FORM PART OF	THE COLLECTIVE AGREEMENT
October 22 nd 2024	
Cory Will	
President, Local 100	
Unifor	
Dear Mr. Will,	
In the event an employee is held out of service by the C designate from the Company to review an employee's m compensate the employee for all wages and benefits Occupational Health Service Department or the de	nedical record for any reason the Company will at the STD level until the review from the
Unreasonable delays in the submission of requested interruption of benefit payments.	d medical documentation may result in the
In all instances the Regional Vice President will be notified	d forthwith.
Notwithstanding the above, if there is any discrepancy in a grievance at the final step of the grievance procedure.	the appropriateness of pay, the Union may file
If you concur, please acknowledge below.	
Yours truly,	l concur,
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment L

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 22nd 2024

Cory Will

President, Local 100

Unifor

Dear Mr. Will,

The parties recognize that there can be challenges to hiring and retaining mechanical employees in certain locations in Canada, particularly in isolated communities in British Columbia and Alberta, but also in northern Ontario and elsewhere.

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 Mechanical 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 Local 100 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, 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 Local 100 must be granted).

2. Seniority rights will be governed strictly by the terms of Rule 23 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 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 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,	l concur,		
Melanie Martens	Cory Will		
Director, Labour Relations	President, UNIFOR Local 100		



Ressources humaines Canadien National Montréal (Québec)

Attachment M

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 22nd 2024

Cory Will President, Local 100 Unifor

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.

<u>Notice</u>

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.

Yours truly,	I concur,

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

Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment N

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 22 nd 2024	
Cory Will	
President, Local 100	
Unifor	
Dear Mr. Will,	
The parties agree to grant a Northern Living Allowance to emp an assignment in the terminal of Horne Payne, ON, Fort St Joh will be \$500 per month payable at the end of each month of pe	n, BC, and Senneterre, QC. This allowance
These allowances will remain in effect and will continue for the	full term of the collective agreement.
This letter replaces the previous letter of understanding of Mai	rch 18th, 2023.
If you are in agreement, please countersign below.	
Yours truly,	I concur,
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment O

THIS LETTER WILL NOT FORM PART OF THE C	COLLECTIVE AGREEMENT
October 24, 2024	
Cory Will	
President, Local 100	
Unifor	
Dear Mr. Will,	
This has reference to discussions held during the course of conrequest to be provided administrative information in regard to Agreement 12.	
In this regard, the Company will provide the Union with update work location, that have been hired (including address and concurrent employees who have died. The records provided will accompany commits to provide the information to the Unifor Local if there is updated information to be provided.	itact number), terminated, retired, or dditionally include the employee's PIN. The
If you are in agreement that the foregoing satisfies your requestielow.	st for employee information, please sign
FOR CANADIAN NATIONAL RAILWAY	FOR THE UNION
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment P

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

December 2nd 2024

Cory Will

President, Local 100

Unifor

Dear Mr. Will,

This is with regards to our discussions concerning Company proposal #24 and Union proposal #51.3 and more specifically, Trade Modernization and associated training.

It became apparent during our discussions that there is much common ground between the parties with regards to the advantages and need for focused employee skills training and focused apprenticeship training, both on the job and in classroom settings. But notwithstanding that, it is also apparent that there are still challenges for both parties with regards to the current agreement.

It is also clear that both sides see the potential for moving forward together on such on important matter and tapping into the knowledge and experience of both sides, to build a better model or models that are more aligned with the current needs of the union, its members and the company.

Therefore, it was agreed that the company would withdraw its proposal, and the union would reciprocate and withdraw its proposal related to trade modernization, without prejudice to either side.

We jointly agreed to take the time and devote the resources necessary to study the current and prospective training and skills development needs of both sides, and jointly work together in a spirit of cooperation, to develop recommendations for approval by the President of Local 100 and the Vice-President Mechanical on any changes needed to the current Trade Modernization Agreement and associated documents.

The Company and the Union will strike a joint Trade Study group and will appoint 4 members from the Company and the union will appoint an equal number of members to represent their respective interests.

This committee will meet within 30 days of the successful ratification of the collective agreement and monthly thereafter for no less than 6 months (or longer as mutually agreed) to look at the question of how best to reconcile the shared and conflicting interests of the parties and craft solutions that can be agreed upon and satisfy the needs of the Company and the Union on this issue.

While these discussions are underway, and until such time as the Vice President, Mechanical and the President Local 100 agree to modify the terms of Agreement 12, the present language and training commitments will continue to apply. At the first meeting of the Trade Study group, the parties will determine immediate training requirements going forward until such time as there is an overall agreement on the new training program. Should the committee be unable to come to an agreement, the matter will be referred to the President Local 100 and the Vice President, Mechanical.

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

Yours truly,	I concur,
Mark Grubbs	Cory Will
Vice President Mechanical	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment X

THIS LETTER WILL NOT FPORM PART OF THE COLLECTIVE AGREEMENT

ctober 22 nd 2024	
and Mell	
ory Will	
resident, Local 100	
nifor	
ear Mr. Will,	
his has reference to the ongoing arbitration concerning the designation of positions as safety sen nder the terms of the Policy to Prevent Workplace Alcohol and Drug Problems ("the Policy"), and pecifically pursuant to the award of Arbitrator M. Picher, which is referred to as SHP530.	

The parties have agreed that the following classifications under the jurisdiction of Unifor (Shopcraft bargaining unit, Collective Agreement 12), shall hereafter be regarded as safety—sensitive positions under the terms of the Company's Policy.

- 1) All secondary assignments bulletined under Rule 6.21, including spares, but excluding groundspersons,
- 2) All Crane Operator positions, where cranes of 60-ton capacity or greater are in use.
- 3) Any existing or future assignments Where as part of the employees' regularly assigned duties, the employee is or will be required on a regular and/or routine basis, to operate on track

equipment of any type (including but not limited to locomotives, tow motors, hi—rail vehicles, etc.) outside of yard limits.

The Union shall advise Arbitrator Picher that all matters outstanding related to its policy grievance and the award known as SHP530 (issued July 8, 2000) have been resolved.

The Union acknowledges that the Company has the right, under the terms of the Policy, to impose drug and/or alcohol tests where reasonable cause exists or post accident/incident, as the case may be, on all employees of Agreement 12, regardless of their job classification. Biological testing for the presence of drugs in urine or alcohol in the breath is conducted where reasonable cause exists to suspect alcohol or drug use or possession in violation of the Policy, including after an accident or incident. Post accident testing is done after any significant accident or incident where an experienced operating officer, upon consideration of the circumstances, determines that the cause may involve or is likely to involve a rule violation and/or employee judgment. In cases of reasonable cause or post accident testing, any employee whose breath alcohol concentration is over 0.04 or who tests positive for illegal drugs would be considered to be in violation of the Policy.

The modification to the Policy, as it applies to employees represented by Unifor Local 100, will take effect immediately upon ratification of the collective agreement and it is additionally understood that any prior post accident/incident and reasonable cause testing is not in dispute.

If this represents our agreement, please signify your concurrence by countersigning below and returning one signed original for our files.

If you concur, please acknowledge below.	
Yours truly,	I concur,
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100

Application of Policy to Prevent Workplace Alcohol and Drug Problems

Illustrative listing of drug and alcohol testing

This will not form part of the Collective Agreement

Non-Safety Sensitive	Point of Collection Test	Held From Service	Oral Fluids Test	OHS Medical Follow- up	Return to Service
Post Incident/Accident & Reasonable Cause	Negative	No	Not required.	No	N/A
Post Incident/Accident & Reasonable Cause	Non-negative	Yes Pending Oral Fluid test results	Negative	No	Yes
Post Incident/Accident & Reasonable Cause	Non-Negative	Yes Pending Oral Fluid test results	Positive	No	Pending Investigation and decision

Safety Sensitive	Point of Collection	Held From Service	Oral Fluids	Urine lab test	Return to	OHS Medical	Policy
	Test		Test		Service	Follow-up	Violation
	Result						
Post	Negative	No	Not required.	Not required	Yes	No	No
Incident/Accident							
&							
Reasonable Cause							
Post	Non-Negative	Yes	Negative	Positive	Rule 6 Secondary	Yes in order to	No
Incident/Accident		Pending Oral Fluids		For illicit substance	restricted to non-	return to safety	
&		test result and urine			safety sensitive	sensitive	
Reasonable Cause		lab results			•	position	
Post	Non-Negative	Yes	Positive	Positive	No - Pending	Yes	Yes
Incident/Accident		Pending Oral Fluids			investigation and		
&		test result and urine			decision		
Reasonable Cause		lab results					



Director, Labour Relations

Ressources humaines Canadien National Montréal (Québec)

	Attachment R
THIS LETTER WILL NOT FORM PART OF	THE COLLECTIVE AGREEMENT
October 22 nd , 2024	
Cory Will	
President, Local 100	
Unifor	
Dear Mr. Will,	
During collective bargaining for the renewal of Agreemer orientation for new hires.	nt 12, the Union served a proposal on member
The Company would welcome the participation of a introduction of new employees to the workplace. As we developing a new on-boarding and orientation process for Union representative to be invited to meet with new his process.	re indicated to you, the Company is currently or future hires. The Union's request for a Local
As discussed, a local Union representative will be permittunit and shall be afforded a period of no less than thirty answer questions. Ant leave required for a Union represe requested and approved. Such approval will not be unreas orientation sessions will be considered as on Company but	(30) minutes to make your presentations and ntative to participate in these sessions must be conably withheld. The leave to participate in the
Yours truly,	l concur,
Melanie Martens	Cory Will

President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment S

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 22nd, 2024

Cory Will

President, Local 100

Unifor

Dear Mr. Will,

This has reference to our discussions during 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.

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

- 1) Employees have access to the **Sun Life Canada** appeal process, 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 **Sun Life Canada** 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, mat be addressed by that committee.
- 6) The Presidents and/or designates of **Unifor** may request, Ad Hoc meetings/conference calls, which would include CN Labour Relations, Benefit Department representative(s), and **Sun Life Canada** to address issues other than individual claims.

Please signify your concurrence with the above by signing in the space provided below.	
Yours truly,	l concur,
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment T

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT	
October 22 nd , 2024	
Cory Will	
President, Local 100	
Unifor	
Dear Mr. Will,	
This has reference to discussions during current contract necessary concerns regarding the scheduling and allotment of vacations.	egotiations with respect to the Union's
The Company confirms its commitment to inform local managers to meet in advance of the vacation scheduling and selection to review the vacation period for the year and how many employees may be permitted to be on vacation at any one time. The Purpose of the review will be to explore opportunities to improve upon the recognized vacation period and to improve vacation selection and allotment where operationally feasible.	
Yours truly,	
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment U

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

October 24 th , 2024	
Cory Will	
President, Local 100	
Unifor	
Dear Mr. Will,	
Dear Ivii. Will,	
Yours truly,	
This has reference to our discussions during current contract ne concerns regarding break and wash-up time of employees acros	
The Company confirms the current practices at various location wash-up times will be respected for the duration of the agreem	
Yours truly,	
Melanie Martens	Cory Will
Director, Labour Relations	President, UNIFOR Local 100



Ressources humaines Canadien National Montréal (Québec)

Attachment V

This letter will not form part of the Collective Agreement

December 8, 2024

Mr. Bruce Snow
Assistant to the National Officers
Unifor

Dear Mr. Snow:

This is regarding our discussions concerning the issues related to 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 amendable to explore the mutual benefits of a joint trail 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 each year of the collective agreement. 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 lease 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 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 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 three (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, 2028.

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

Yours truly, I concur,

Stephanie McGuire Senior Director, Labour Relations CN Bruce Snow Assistant to the National Officers Unifor



Ressources humaines Canadien National Montréal (Québec)

Attachment W

This letter shall not form part of the Collective Agreement

December 5, 2024

Melanie Martens Director Labour Relations Canadian National Railway Co.

Re: Joint Review of the Unifor CN Benefit Plan

This letter is in reference to our discussions held during the 2024 negotiations concerning the Company's desire to introduce a new benefit plan. As benefits are a critical component of the overall compensation and well-being of our members, it is essential that we collaborate to ensure its effectiveness, affordability, and long-term stability.

To facilitate this, we agree to continue discussions during the closed period around a potential future transition to a modernized plan with flexible options and personalization. If the parties agree to such a transition during the closed period, an annual review process will be established that includes sharing utilization and performance data.

We are confident that this collaborative strategy will promote transparency and enhance our working relationship, ensuring that the benefit plan remains sustainable and fair for all stakeholders.

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

FOR CANADIAN NATIONAL RAILWAY	FOR THE UNION	
 Melanie Martens	Cory Will	
Director, Labour Relations	President	
CN	Unifor Local 100	