

MEMORANDUM OF AGREEMENT

Dated

February 29, 2024

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

**UNITED STEELWORKERS
(USW)**

Collective Agreements 10.1, 10.3, 10.8 and 10.9

RE:

Application of Wage Increase and Other Changes Covering
January 1st 2024 to December 31st, 2026

Rates of Pay effective as Indicated.

Other Changes effective the 1st of the month following ratification,
or as otherwise indicated.

The Parties acknowledge that only those Articles, Appendices, and/or Addenda expressly identified as being modified will be changed unless there is written consent of the Parties.

Errors and omissions excepted.

Terms and conditions of the collective agreements to be revised as follows:

TERM

Collective agreements 10.1, 10.3, 10.8 and 10.9 (hereinafter referred to as the "Collective Agreements") will be renewed for a period of 3 years commencing January 1st, 2024.

WAGES

Effective January 1st, 2024 a wage increase of 3.0 % on all basic, hourly, daily, weekly, bi-weekly, monthly and flat rates of pay in effect on December 31st, 2023.

Effective January 1st, 2025 a wage increase of 3.0 % on all basic, hourly, daily, weekly, bi-weekly, monthly and flat rates of pay in effect on December 31st, 2024.

Effective January 1st, 2026 a wage increase of 3.0 % on all basic, hourly, daily, weekly, bi-weekly, monthly and flat rates of pay in effect on December 31st, 2025.

BENEFITS

This new Flex Benefits Plan allows for employees to choose the best for them of 3 coverage options; the Company covers the cost of the Core option (100%). Employees who select enhanced coverage will contribute to the additional costs through payroll deduction.

Medical :

- One option entirely paid for by CN and two new options with enhanced coverage - cost shared between CN and employees (through payroll deductions).
- Includes enhanced benefits with the removal of the lifetime maximum, introduction of an annual out-of-pocket maximum of \$10,000 as well as other improvements to diverse coverage to minimize the financial impact for an employee in case of unexpected life event or illness.
- A focus on wellness with access to preventive health and increased mental health coverage, including improvements to paramedical benefits such as Massage Therapist, Osteopath and Naturopath.

Other benefit improvements include:

- Increased basic life insurance coverage and additional optional life insurance coverage now available to spouse and dependent children.
- Improvement to the amount of weekly short-term disability benefit with no maximum.

The Core Benefits Plan will be implemented for all employees effective the first of the month following ratification with the understanding that the enrollment for the Flex benefits plan will be one year following ratification.

Dental :

- CN will maintain basic dental at 100% under core, options 1 and 2.
- CN will provide Ortho at \$750 under core options

Employees will be eligible for an active Health Care Spending Account of \$300 which will be credited for the full year in January of each calendar year and for 2024, the remainder of the funds for the calendar year will be deposited the first of the month following ratification.

See further details in the attached presentation on the new Flex Benefit Plan

WAGE ADJUSTMENT:

The parties agree to provide a special adjustment to the foreman rates as follows:

CLASSIFICATION	Hourly rate in 2024*
Track Maintainer Foreperson (8 men or more)	\$42.54
Foreperson Boom Truck (8 men or more)	\$42.54
Track Maintainer Foreperson (0 to 7 men)	\$41.54
Assistant Track Foreperson	\$37.81

*Includes the 2024 General wage increase

MARKET ADJUSTMENT

Effective the first of the month following ratification, a fifty cents (\$0.50) market adjustment will apply to the Field Maintainer, Mechanic A and Lead Hand Work Equipment Classifications.

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.

TRAIN PASSES

Renew VIA train pass letter for duration of agreement, as attached as Attachment **A**.

WORK RULES

1. Amend article 2, paragraph 2.15 of agreement 10.3

- 2.15 Machines in Groups I and II may be operated by Extra Gang Labourers or other employees for temporary periods when no regular Operator is immediately available, provided they are qualified. Employees temporarily operating such machines will not establish Operator seniority and will be compensated in accordance with this Agreement. **The parties agree that as part of the training and qualification process on a piece of equipment, unqualified employees may be required to operate such equipment, under the supervision of a qualified trainer.**

Eastern Divisions only: Machine Operators who are affected by a staff reduction will be required, provided they are qualified, to exercise displacement rights in accordance with Senior May – Junior Must principles and prior to being laid off, may exercise into a higher classification within this Supplemental Agreement.

2. Amend article 3, paragraph 3.8 of agreement 10.3

- 3.8 Vacancies or new positions under this Agreement will be bulletined as such to employees holding seniority under this Agreement then to other employees in the Maintenance of Way Department. Unfilled vacancies will be awarded giving preference to employees in order of service under Agreement 10.1 ~~with the exclusion of Extra Gang Labourers. In the absence of sufficient applications Extra Gang Labourers will be considered.~~

3. Amend article 7, paragraph 7.22 – Special License of agreement 10.1

Employees who are successful in obtaining a Special License required by the Company to operate equipment will be reimbursed for the costs of obtaining and renewing such license. This provision does not apply to standard motor vehicle operating licenses. **Employees awarded a position by bulletin who are required to obtain a Special Licence must obtain such licenses or permits needed to train and qualify for the position within 4 months from the date they are awarded such position or be returned to their former position and forfeit any seniority acquired through such position.**

4. Amend article 10.2c note – Substitution of General Holiday of agreement 10.1

Note: If the Federal Government designates "Heritage Day" or other such day as a General Holiday, the day so designated by the Government shall be substituted by one of the above days by mutual agreement.

5. Amend article 10.4 c, note – Calculation of General Holidays of agreement 10.1

Note: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity/**paternity, or parental** leave will be included in determining the 12 shifts or tours of duty referred to in Article 10.4 (c).

6. **Automobile Allowance**

Amend article 21, paragraph 11 of agreement 10.1

Weekly Travel Assistance

Effective the 1st of the month following ratification, the weekly travel kilometer allowance of \$0.33 will be increased to \$0.40, effective January 1, 2025, it will be increased to \$0.45 and effective January 1, 2026, it will be increased to \$0.49.

Amend article 22, paragraph 14 of agreement 10.1

Weekend Travel Assistance

Effective the 1st of the month following ratification, the weekend travel kilometer allowance of \$0.29 will be increased to \$0.33, effective January 1, 2025, it will be increased to \$0.38 and effective January 1, 2026, it will be increased to \$0.44.

7. **Meals and Accommodation**

Amend article 22, paragraph 1a of agreement 10.1

Daily Meal Allowance:

First of the month following ratification, the daily meal allowance of \$45 will be increased to \$48, effective January 1, 2025, it will increase to \$51, effective January 1, 2026 it will increase to \$53.

Amend article 22, paragraph 1b of agreement 10.1

Inclusive rates:

First of the month following ratification, the all inclusive allowance will be increased from \$117 to \$124.

Effective January 1, 2025, the all inclusive allowance will be increased from \$124 to \$127.

Effective January 1, 2026 the all inclusive allowance will be increased from \$127 to \$130.

8. **Amend article 25- paragraph 6, Note - Vacation with Pay**

25.6

Note: Employees with three or four weeks' vacation will be permitted to make one vacation split.

Employees with five or more weeks' vacation will be permitted to make two vacation splits.

Effective January 1st 2025, all employees with 3 or more weeks' vacation will be permitted to split and take their vacation entitlement in one-week increments, except when such split interferes with 2-week work cycle. In such instances, employees will be required to take an entire work cycle when they have sufficient vacation or if the employee receives prior approval from their supervisor.

9. **Shift Differential**

Amend article 26, paragraph 1 of agreement 10.1

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of one dollar (\$1.00) per hour.

Amend article 26, paragraph 2 of agreement 10.1

Employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour.

10. **Bereavement Leave – Amend article 30 of agreement 10.1**

30.1

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 provided that the employee has not less than three months' cumulative compensated service.

30.2

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

NEW- 30.3

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

NEW- 30.4

The leave of absence may be taken in one or two periods. Any period of leave shall not be less than one day's duration.

NEW- 30.5

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

11. **Article 38, paragraph 38.1(c)**

- 38.1 (c) Employees promoted temporarily to a non-schedule official or excepted position, will be subject to dues deductions while working temporarily on this non-schedule, official or excepted position. In the event there is a legal strike by the USW or a legal lockout of the USW, such employees will be returned to the Union ranks. **A temporary promotion to an official or excepted position with the Company shall expire after one year, at which time the promotion becomes permanent unless mutually agreed. Request for extensions shall not be unreasonably withheld.**

Employees occupying a permanent non-schedule, official or excepted position upon conclusion of this round of national negotiations shall have 90 days from the date of ratification to exercise their one-time option to pay the union dues assessment. Employees promoted permanently to such position shall have the one-time option of resuming payment of the union assessment. Employees who elect to resume payment of the union assessment shall continue to accumulate seniority in the groups from which promoted. Employees who elect not to pay the union assessment shall forfeit all seniority. The union assessment referred to above will not exceed the union dues paid by employees represented by the USW.

In respect of the changes to Article 38, paragraphs 38.1(c) in 5. above, the parties agree to meet to review and readjust the seniority dates for all current and former supervisory employees who elected not to pay the Union assessment from January 1, 2019, to present. Such employees, should they elect to pay the union assessment in accordance with 38.1(c), shall have their seniority reduced to reflect their non-payment of dues over that period.

12. **Article 43 – Duration of Agreement**

Amend article 43, paragraph 1

The Agreement, as amended and updated, shall remain in full force and effect until **December 31, 2026**, and thereafter, subject to four months' (120-day) advance notice in writing from either party to this Agreement of its desire to revise, amend, or terminate it. Such notice may be served at any time subsequent to September 1, **2026** unless otherwise specified herein.

13. **Appendix F of agreement 10.3**

**NEW 6,
re-
number**

- a) **The requirements for qualifications, training, and corresponding tests to be used, will be established by the Company.**
- b) **The USW Local 2004 President will be given an opportunity to review written course material to be used including subsequent modifications. If he/she considers such course material not in line with the bona fide job requirements for the position, the USW President may appeal such material starting at Step III of the grievance procedure.**

- c) **The Company shall inform, in writing, any unsuccessful applicant, who is senior to the candidate selected, the reasons why he or she was not selected for the position.**
- d) **Upon request of the USW Local President, the Company will provide the evaluation results of the successful candidate.**

LETTERS OF AGREEMENT

- 14. **NEW – Closed period commitment to review archived Appendices (Attachment L)**
- 15. **NEW - Holiday Coverage Agreement (Attachment B)**
- 16. **NEW - Employees are held out of service pending medical review (Attachment C)**
- 17. **NEW - Implementation of flagging system-wide on a trial basis (Attachment “D”)**
- 18. **NEW - On the job trainer (Attachment “E”)**

APPENDICES (RENEWAL)

- 19. Level 2 Regional Health and Safety Committees, amended from the 2018 Memorandum of Settlement (Attachment F)
- 20. Track Maintainer/TFO Agreement for the duration of this collective agreement (Attachment G)
- 21. Process and the Filling of Positions in Track Services on a system-wide basis (Attachment H)
- 22. Bridge and Structures Assistant Foreperson Agreement from the 2018 Memorandum of Settlement (Attachment I)
- 23. Transitional Temporary Employment from the 2018 Memorandum of Settlement (Attachment J)
- 24. Allowance for Employment in Designated Locations Agreement from the 2018 Memorandum of Settlement (Attachment K)

Paid Medical Leave

- 25. At the end of each calendar year, unused medical leave will be paid out. The date of reference for the calculation will be Dec. 31st. The payout will be within 30 days from December 31 of each year. The payout is non-pensionable and subject to all statutory deductions. Alternative to a lump sum payment, employees can elect to invest the amount in their ESIP account or their Group RRSP.

Effective years 2025 and 2026, the Company will provide ten (10) paid medical leave days on January 1st of each calendar year.

NOTICES

- 26. Cancellation of Attachment E from the 2018 Memorandum of Settlement (Grievance Tracking System).

HOUSEKEEPING

The parties discussed and have come to an agreement on the revision of the collective agreement to remove gendered language from the collective agreement. Replace references in the collective agreement to “him”, “her”, “him/her”, “himself/herself”, “his/her”, “foreman” with “the employee”, “the candidate”, “the incumbent”, “they”, “their”, “them”, “foreperson”.

GENERAL

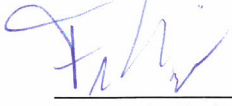
The foregoing changes are in full and final settlement of all requests served by either party signatory hereto.

The Agreement shall remain in full force and effect until December 31, 2026, and thereafter, subject to a 120-day notice in writing by either party to this Agreement to revise, amend, or terminate it. Such notice may be served at any time subsequent to September 1, 2026 unless otherwise specified herein.

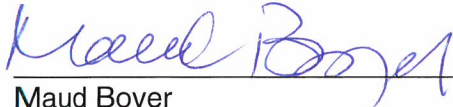
This Memorandum of Settlement is subject to ratification by the Union and the Company and the provisions herein shall become effective on the first day of the month following such ratification by the Union, or as otherwise indicated.

Signed at Montreal, Quebec this 29th of February, 2024.

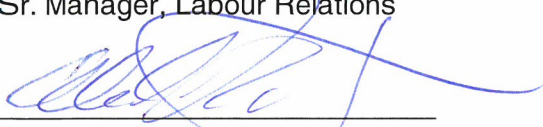
FOR THE COMPANY



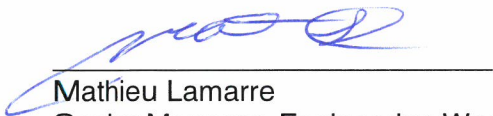
François Daignault
Director, Labour Relations



Maud Boyer
Sr. Manager, Labour Relations

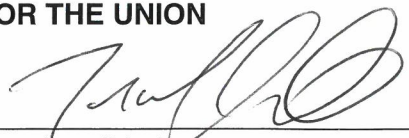


Alexandre Dussault
Assistant Chief, Engineering East



Mathieu Lamarre
Senior Manager, Engineering West

FOR THE UNION



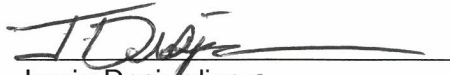
Troy Lundblad
National Staff Representative
USW



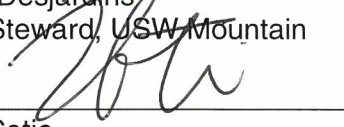
Cole Kramer
President, USW Local 2004



Reid Hanson
Chief Steward, USW Prairie



Jamie Desjardins
Chief Steward, USW Mountain



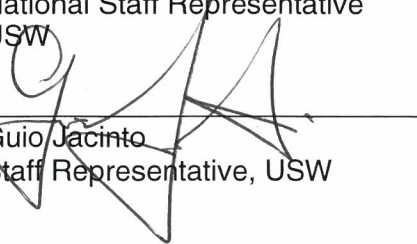
Todd Cottle
Chief Steward, USW Great Lakes



Claude Arguin
Chief Steward, USW Champlain



Derek Teolis
National Staff Representative
USW



Guio Jacinto
Staff Representative, USW



Human Resources

Ressources humaines

Canadian National
Box 8100
Montreal, Quebec, Canada
H3C 3N4

Canadien National
C.P. 8100
Montréal (Québec) Canada
H3C 3N4

This letter will not form part of the Collective Agreement

February 29, 2024

Cole Kramer
President, USW Local 2004

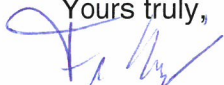
Dear Mr. Kramer,

This has reference to the matter of pass transportation benefits presently applicable to employees of Canadian National Railway Company (CN) represented by your respective 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.

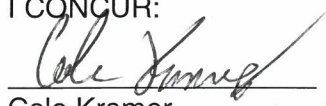
This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass privileges of CN will be maintained for employees represented by you who were in the service of CN on or prior to March 13, 1979, until the time notices are served on or subsequent to September 30, 2026, 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 USW President, Local 2004 will be notified.

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

Yours truly,


Francois Daignault
Director, Labour relations

I CONCUR:


Cole Kramer
President USW Local 2004



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

February 29, 2024

Mr. Cole Kramer
President, USW local 2004

Mr. Kramer,

The Company and the USW have had agreements in place since 2013 to provide for coverage on the Statutory Holidays on December 25, 26, January 1st, and for Quebec employees, January 2nd.

The Senior Manager Engineering and the Track Supervisor will determine the number of employees necessary to protect operations, for each day mentioned above.

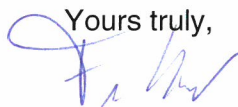
In order to ensure there is sufficient coverage to protect the operation on the above days, and to avoid having to assign employees to work, the parties agree that employees will be canvassed in seniority order whether they wish to be available for "Standby" coverage on these days. Employees who agree to Standby coverage will be required to remain available for **one calendar day** and will be required to respond to calls during that time. They will be paid 8 hours overtime for the 24-hour period, **for a minimum of a 3 hours** if they are called during this period, in addition to overtime pay for the actual time worked if they are called during this period.

Should the Union believe that the work to be performed by employees called on one of the specified Statutory Holidays mentioned above, is work which was not required to protect the operations, the complaint may commence at the second step of the grievance procedure of Agreement 10.1.

This agreement shall be in effect only for the Statutory Holidays identified herein and will remain in effect until cancelled on a 15 days' notice in writing by either party.

If you are in agreement with the above, please indicate so by signing in the space provided below.

If you concur, please acknowledge below.

Yours truly,

François Daignault
Director, Labour Relations

I CONCUR:

Cole Kramer
President, USW local 2004



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

February 29, 2024

Mr. Cole Kramer
President, USW local 2004

Mr. Kramer,

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

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

In all instances the Regional Representative will be notified forthwith.

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

If you concur, please acknowledge below.

Yours truly,

A handwritten signature in blue ink, appearing to read 'François Daignault'.

François Daignault
Director, Labour Relations

I CONCUR:

A handwritten signature in blue ink, appearing to read 'Cole Kramer'.

Cole Kramer
President, USW local 2004



Human Resources
Canadian National
Montreal, Quebec,
Canada

Ressources Humaines
Canadien National
Montréal (Québec)
Canada

FLAGGING AGREEMENT

February 29, 2024

Mr. Cole Kramer
President, USW local 2004

Letter of Understanding Re Implementation of Flagging System-Wide on a Trial Basis

The Parties have met and discussed the extension of the flagging provisions of the 2003 Flatlining Agreement to include the Western Region, subject to the following amendments.

Mountain and Prairie Flagging Positions

A number of permanent Flagperson positions will be established in the Western Region (Mountain, Prairie) to protect Flagging requirements. These positions will be identified on the special bulletin and will be awarded based on Track Maintainer seniority.

Should positions remain unfilled after **two** bulletins, the Company reserves the right to post positions externally.

Rates of Pay – All Regions

The rate of pay for successful applicants who have not completed TIG training will be \$35.92 (2023). The rate of pay of \$38.65 (2023) will apply to successful applicants who have completed TIG. The parties additionally acknowledge that certain positions of Flagperson may be deemed suitable alternatives for placing physically disabled employees in accordance with the provisions of Appendix I of Agreement 10.1, and placement on these positions will be reviewed between the Company and the Union on a case-by-case basis.

Permanent Flagging Foreperson position(s) may be established and bulletined to oversee the work of several Flagpersons or to perform other duties as permitted under this agreement when such a position is deemed warranted. The Flagging Foreperson will be paid \$39.95 (2023). The Flagging Foreperson positions will be identified on the bulletin and will be awarded based on Track Maintainer seniority.

Notwithstanding Appendix VIII of Supplemental 10.8, track employees working in a classification lower than that of a Flagperson, shall be compensated at the rate of pay of a Flagperson pursuant to the provisions of the February 15, 2003 Flatlining Agreement when assigned the sole duties of handling CROR Rule 42 or Track Occupancy Permits (TOP).

Training and Qualifications– All Regions

Newly awarded employees will be required to take the 10-day Flagperson's training established by the Company. The parties also agree that newly awarded Flagpersons must become TIG qualified as a requirement of the Flagperson position and training will be obtained and provided in accordance with Article 7 of Agreement 10.1. Notwithstanding, Flagpersons shall not be eligible to qualify for TIG until they have twelve (12) months' experience on a Class 1 Railway. Once a Flagperson is eligible for TIG, they must complete the TIG training and become qualified within twelve (12) months. An employee shall be paid the TIG qualified rate effective twelve (12) months from the date they become eligible for TIG training, unless the delay is caused by the employee (i.e. illness; failure to qualify). Notwithstanding, the Company will make every effort to provide the TIG training within six (6) months of the employee's date of eligibility for such training and qualification.

It is understood that once qualified, a Flagperson may be required to take any assignment under the purview of the flagging department.

Scheduling - All Regions

(i) For flagging assignments of 4 weeks' duration or longer

Assignments will specify the work-cycle, start-time, shift, anticipated hours of work, rest days and location(s). Employees will be canvassed on a seniority basis, by Track Maintainer seniority subject to the following conditions:

- Employees must be TIG-qualified.
- The Company's operational concerns are met at all times
- Assignments shall be awarded on seniority basis to the extent possible
- Should the employee select an assignment greater than 70kms from their home location they shall be entitled to expenses so long as it is at no extra expense to the company.
- Employees voluntarily moving to an assignment with different rest days will not result in additional overtime or payroll adjustment pertaining to the minimum 40 hours per week. This shall not apply to employees who are forced to move to an assignment with different rest days or employees who choose an assignment at their home location.
- Employees will be required to complete their assignment, except when:
 - Accepting another assignment of 4 weeks duration or longer, or;
 - Changing assignments pursuant to the quarterly schedule review whereby, all positions shall be reset and rescheduled.

For flagging assignments of less than 4 weeks' duration:

The Company officer shall establish a schedule for bid on a bi-weekly basis. When practicable, such schedule will establish bi-weekly assignments for bid. Each bi-weekly assignment will specify the work-cycle, start-time(s), shift, anticipated hours of work, rest days and locations.

It is understood that the Company may have open assignments on the schedule where the location and assignment may vary during the bi-weekly schedule. Such assignments will be subject to change.

The Company may design and reserve a scheduled assignment to satisfy the Company's duty to accommodate employees with a health-related disability.

The Company's proposed bi-weekly schedule will be posted and provided to the respective USW Local 2004 Chief Steward no later than 14 days before the first day of the respective schedule.

Employees will have 48 hours from the time the bi-weekly schedule is posted, to list and provide to the Company (by email) their preferences. The Employee may list a number of assignments in order of preference. Employee bid preferences will not be considered at the close of the 48-hour period.

The USW Local 2004 Chief Steward shall provide comments no later than 11 days before the first day of the respective schedule to review the proposed bid schedule. This bid schedule may be adjusted by mutual agreement between the Chief Steward and the Company officer but must be posted to employees by email no later than 10 days before the first day of the respective schedule. The Company will consider the input from the USW Local 2004 Chief Steward but shall maintain its right to post its preferred bid schedule.

Schedules will be filled subject to the following conditions:

- Employees must be TIG-qualified
- The Company's operational concerns are met at all times.
- Assignments shall be awarded on seniority basis to the extent possible
- Should the employee select an assignment greater than 70kms from their home location they shall be entitled to expenses so long as it is at no extra expense to the company.
- Employees voluntarily moving to an assignment with different rest days will not result in additional overtime or payroll adjustment pertaining to the minimum 40 hours per week. This shall not apply to employees who are forced to move to an assignment with different rest days or employees who choose an assignment at their home location.
- Employees will be required to complete their assignment, except when:
 - Accepting an assignment of 4 weeks' duration or longer;

Winter Assignment Process

Should a Flagman be required to accept a winter protection assignment, the company shall identify and list vacant jobs remaining on Track Services Modification and include them on the appropriate flagging assignment schedule.

General – All regions

When hotel accommodations for Flagpersons is provided by the company, it will be based on single occupancy.

Employees will be canvassed by seniority order when required to cover an emergency and the employee's current assignment will be protected during such assignment and covered by open assignment positions during the emergency coverage.

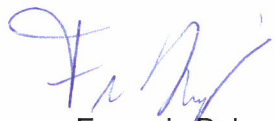
Unless otherwise agreed above, Flagpersons cannot be displaced from their current assignment. When an assignment has been filled and cancelled, or postponed, the Flagperson holding such assignment will revert to the open assignments schedule until they can either move to their assignment or until the next bi-weekly schedule.

Immediately following ratification, the parties shall meet to create a mutually agreed upon list of known assembly points. The parties shall meet quarterly for the first year of this agreement and agree to make any necessary changes that may be required to improve the process outlined above. The parties shall then meet semi-annually for the duration of this agreement.

This letter of agreement will remain in effect until December 31, 2026.

Yours truly

I concur



François Daignault
Director, Labour Relations



Cole Kramer
President, USW Local 2004



Human Resources
Canadian National
Montreal, Quebec,
Canada

Ressources Humaines
Canadien National
Montréal (Québec)
Canada

On the Job Trainer Agreement

February 29, 2024

Cole Kramer
President, USW local 2004

THE PARTIES recognize the need to establish a consistent process to standardize training across the network. This document is not meant to supersede the USW collective agreement.

The parties mutually agree to establish and implement an On-the-Job Trainer (Work Equipment) position with the following terms and conditions.

IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE TO THE FOLLOWING:

In accordance with Article 27.1 of Agreement 10.1, it is agreed that the Company will establish an OJT position to support the Company's training program for work equipment machinery. At least one OJT under this agreement will be established in each Region (Mountain, Prairie, GLD, and Champlain). The OJT will be responsible for scheduling and conducting on-the-job training, within their respective region, for employees undergoing training and qualifying on work equipment machinery.

The position of OJT will be established with the rate of pay of \$43.55 (2023). Employees currently occupying the position of OJT will not be required to go through the selection process.

Basic Qualifications

Employees must be able to efficiently lead, guide, train and assess employees in the effective and safe performance of work and be a strong communicator.

Employees must be qualified on MK4/Tamper and with at least two (2) years of experience.

Employees must also be qualified on Ballast Regulators.

Employees must be CROR and TIG qualified.

Actual number of machine qualifications will be considered an asset.

Selection of OJTs

OJTs will be selected from the USW Local 2004 bargaining unit. Employees must have been continuously employed as a member of the bargaining unit for at least 24 months at the time of the application.

The Company will retain the right of selection. Applicants' qualifications will be evaluated by means of Supervisory reviews, tests, and interviews. The requirements for qualifications, training, and corresponding tests to be used, will be established by the Company. The USW Local 2004 President will be given an opportunity to review written course material to be used including subsequent modifications. If the USW Local 2004 President considers such course material not in line with the bona fide job requirements for the position, he/she may appeal such material starting at Step III of the grievance procedure.

The Company shall inform, in writing, any unsuccessful applicant, who is senior to the candidate selected, the reasons why he or she was not selected for the position. Upon request of the USW Local President, the Company will provide the evaluation results of the successful candidate.

Qualifications and Evaluation

A company officer will be responsible to approve the specific qualification of each OJT.

The OJT's performance will be assessed on a regular basis by the CN Training Group and the respective Assistant Chief Engineer or designate.

On the initial appointment as an OJT, the Company and the employee will have up to 130 days from the date the employee commences work as an OJT to evaluate performance. An employee who fails to meet the requirements for the position, or who chooses to vacate the position, within the 130-day period will return to their former position. During the 130-day period the employee's former position will be advertised as temporary.

Scheduling and Duties

The Company will determine the schedule of each OJT within their respective territory of responsibility. The primary function of the OJT is to train and qualify employees. Notwithstanding, OJTs may be asked to operate machinery for temporary periods when no regular operator is immediately available.

OJTs will be required to work at various locations on their seniority territory with various work cycles and hours as per Article 4.3 of Agreement 10.1.

The OJT's duties include, but are not limited to:

- OJTs will meet with the applicable Assistant Chief Engineering (or their designate) at a minimum, bi-weekly, to address any local concerns that may arise.
- OJTs will complete trainee evaluation forms in a fair and equitable manner and in a timely fashion.
- When circumstances require OJTs to work additional shifts, the OJT must gain pre-approval from the Assistant Chief Engineer, or designate for the location.

- OJTs will evaluate employees and provide feedback to the Assistant Chief Engineer (or designate) about employees' training progression.
- The primary focus of an OJT is to be with trainees. It is understood that an OJT will be able to train people on all equipment on which they are already qualified.

General

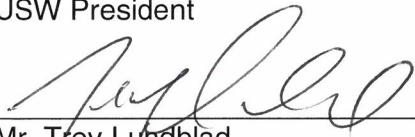
Employees occupying positions of OJT will only be subject to displacement by a senior qualified OJT.

The terms and conditions of the agreement will be effective upon signature by the parties. Once implemented, either of the parties may end this agreement with 30-day advance notice of cancellation in writing. Upon cancellation, OJTs will be permitted to exercise their displacement rights in accordance with the CBA.

SIGNED in Montreal (Quebec)
This 29th day of February, 2024

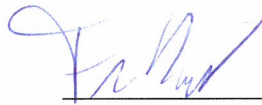


Mr. Cole Kramer
USW President



Mr. Troy Lundblad
Staff Representative
United Steelworkers

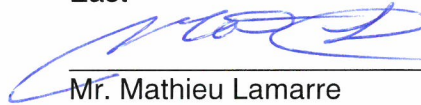
SIGNED in Montreal (Quebec)
This 29th day of February, 2024



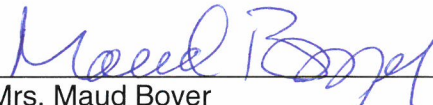
Mr. François Daignault
Director of Labour Relations



Mr. Alexandre Dussault
Assistant Chief of Engineering
East



Mr. Mathieu Lamarre
Sr. Manager, Engineering
West



Mrs. Maud Boyer
Sr. Manager, Labour Relations



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Not to form part of the Collective Agreement

February 29, 2024

Cole Kramer
President, USW Local 2004

Dear Mr. Kramer,

This has reference to our discussions concerning the Union's demand to establish Engineering Level 2 Health and Safety Committees on all 5 regions.

The Union's demand is resolved on the basis that the existing Great Lakes and Mountain region Engineering Level 2 Health and Safety Committee, as they currently exist and operate, and which are in place on these 2 Regions, will be extended to the Prairie and Champlain Regions for a total of 4 committees for the duration of this Agreement.

The focus of such committees will be on nomadic employees.

The letter dated December 19, 2018, dealing with Regional Engineering – Joint Health and Safety Committee, is superseded by the present letter.

Yours truly,

François Daignault
Director, Labour Relations

I CONCUR

Cole Kramer
President, USW Local 2004



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This letter will not form part of the Collective Agreement

February 29, 2024

Cole Kramer
President, USW Local 2004

Dear Mr. Kramer:

This is in reference to discussions pertaining to our discussions with respect to Track Maintainer / TFO assignments. The parties agreed to meet during the closed period to discuss the Union's concerns related to TFO assignments. The following outlines the agreement reached between the Company and the Union pertaining to such assignments.

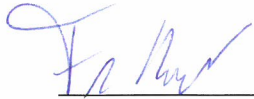
IT IS AGREED THAT effective February 19, 2021:

1. The classification of "Track Maintainer / TFO Driver" carrying a current rate of pay (2021) of \$34.59 per hour, which is presently applicable in the St-Lawrence (Champlain West) Region will be expanded to the Atlantic (Champlain East), GLD, Prairie and Mountain Regions.
2. Newly created assignments, or vacancies in existing assignments, as determined by the Company to be necessary, in the classification of Track Maintainer / TFO Driver may be bulletined, as needed, in all Regions.
3. An employee who applies for such an assignment must be qualified in the operation, care, and basic maintenance of a TFO truck and must be in possession of a valid and appropriate provincial driver's license for such a vehicle. In a situation where a special license is needed, article 7.22 and 7.23 of agreement 10.1 will apply. Employees will also need to qualify on NSC and crane fundamentals.
4. The Track Maintainer/TFO Driver classification will not be included in the line of promotion for employees in the Track Department. Track Maintainer/TFO Driver will retain and exercise their rights to promotion as contemplated in Articles 2.2 to 2.5 inclusive, of Agreement 10.8.

Bulletined Track Maintainer/TFO Driver assignments will be awarded to a qualified applicant, on the basis of Track Maintainer/TFO seniority, in accordance with Article 15.3 of Agreement 10.1. However, should such an assignment remain unfilled after being bulletined, or should there be no qualified applicants, it will then be awarded on the basis of Track Maintainer seniority in accordance with Article 15.3 of Agreement 10.1, provided the applicant holds a

If this represents our agreement, please counter-sign below to signify your acceptance.

Yours truly,



François Daignault
Director, Labour Relations

I CONCUR



Cole Kramer
President, USW 2004



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This letter will not form part of the Collective Agreement

February 29, 2024

Mr. Cole Kramer
President, USW Local 2004

Dear Mr. Kramer,

This is in reference to our discussions with respect to the modification process and the filling of positions in Track Services on a System-wide basis.

The following outlines the terms and conditions for assigning Track Services employees for the summer and winter work seasons under the modification process as well for Off Region Assignments under Appendix VIII of Agreement 10.1.

The bulletining requirement of Appendix VIII of Agreement 10.1 (Off Region Assignments) will be suspended for the duration of this Agreement. All other provisions of Appendix VIII (Off Region Assignments) will remain in effect for the duration of this Agreement.

Summer Assignments

A listing of all Extra Gang assignments for the upcoming work season, including Off Region Assignments, will be posted on a Modification Bulletin by March 1st and the assignments completed by the end of March, unless otherwise agreed by the parties. The assignments will include job title, work location (if known), start/end dates (if known) and “primary machine (if applicable)”.

The Modification Bulletin will be open for a period of 14 days to allow Track Services employees to submit their job preferences under the modification process. The assignments will be awarded based on seniority and qualifications and the results will be reviewed by the Company and the Union prior to being posted, in order to ensure that all the Extra Gang positions are properly filled.

If known at the start of the work season, the Modification Bulletin will identify which Gangs may change designation during the work season (e.g. Tie Gang changing to Rail Gang). In the event that the size of the Gang is reduced due to this change, the provisions of “Senior May – Junior Must” will apply to determine which employees will remain on the Gang:

- (a) Employees who are unable to hold a position on the Gang under “Senior May – Junior Must” due to this change will be reassigned by the Company as required. In the event that the change is of short duration (less than 15 days) these employees will be returned to the original Gang.
- (b) Employees who choose to exercise seniority to another Gang under “Senior May – Junior Must” due to this change will not be returned to the original Gang.

Track Services employees will be given a minimum of 4 days advance notice of the date they are required to report to their Extra Gang assignment.

Given the sporadic start up of the Gangs at the beginning of each work season, and of the need to retain certain Track Services employees on the Zones to protect winter service, Track Services employees will be assigned, as required, until such time as all permanent forces have been returned from the Zones.

In the event that the Company establishes new Summer Gangs or new Off Region Assignments which were not on the initial list, they may be filled by a Modification Bulletin or the employees may be canvassed in seniority order.

Winter assignments

A list of winter assignments, including Track Services Gangs that will operate during the winter months, will be posted to Track Services employees by October 1st and the assignments will be completed by the end of October, unless otherwise agreed by the parties. The winter Gang assignments, (such as Rail gangs), will be filled prior to filling other winter assignments.

Winter assignments will be awarded according to seniority and qualifications, taking into consideration needs and minimizing travel on days off from the employee's home residence and the results will be reviewed by the Company and the Union prior to being posted.

Track Services employees will be given a minimum of 4 days notice in advance of the date they are required to report to their winter assignment, or the first day in the New Year, dependent of work cycle unless given other advance notice.

In the event there are situations whereby the Company needs to reassign Track Services employees for a short period of time before the end of the year, in order to provide coverage for vacation purposes, all such movements will be handled under "Senior May Junior Must" to the extent possible, so that Track Services Gangs can remain operational with the available manpower.

All winter assignments, except for the winter Gangs, will be considered Headquartered locations. An employee who is required to work away from his or her winter assignment location will be eligible to those expenses in keeping with the Collective Agreement provisions for Zone employees holding headquartered positions.

In the event that the Company establishes new winter Gangs which were not on the initial October list, they may be filled by a Modification Bulletin, or employees may be canvassed in seniority order.

Annual Vacation

Applications for annual vacation within Track Services shall be submitted by March 1st and every effort will be made to accommodate vacation requests to the extent possible. Applications for vacation during the months of January, February, November and December will be accepted.

The Track Services vacation schedule will be completed as soon as possible after the modification process has been completed, in any event no later than 10 days after completion.

Track Services employees will not be forced to exhaust their vacation prior to commencing their winter assignment.

General

Track Services assignments for both summer and winter work seasons will be handled by Work Force Deployment.

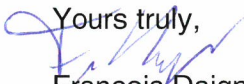
Any permanent vacancies remaining after completion of the modification process and which are required to be filled, will be bulletined as permanent Track Services positions and opened to Zone employees. Permanent zone positions left vacant, as a result of successful applicants obtaining a permanent Track services positions, will, if required to be filled, be opened as permanent position behind them.


When applying the “Senior may – Junior must” principle to Off region assignments in keeping with Appendix VIII of Agreement 10.1, it is agreed that when there are no qualified applicants for the assignments, employees hired on or after January 1, 2018, may be forced onto a lateral Off region assignment. Furthermore, Appendix VIII of agreement 10.1 is further amended to reflect that the number of employees the Company may temporarily move off of each seniority territory shall not exceed 100 per seniority territory in Eastern Canada and 150 employees per seniority territory in Western Canada.

For each day that an employee is working “Off region”, he/she will be eligible to a special \$25.00 allowance for meals and lodging for each day worked off his/her home region.

This Memorandum of Agreement shall be reviewed periodically by the parties when situations dictate. It shall remain in effect unless 30 days written notice is provided from one party to the other of their desire to rescind, amend, or cancel this agreement. Following such notice, the parties will meet to discuss, before the agreement is rescinded, amended or cancelled.

Signed this 29th day of February 2024

Yours truly,

François Daignault
Director, Labour Relations

I CONCUR: 
Cole Kramer
President USW, Local 2004



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Montreal, Quebec,
Canada

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Canadien National
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Canada

Memorandum of Agreement between the Company and the United Steelworkers Local 2004 concerning the introduction of a new classification of Bridge and Structure Assistant Foreperson.

The parties recognize that the position of Bridge and Structure Assistant Foreperson is a specialized position requiring specific technical knowledge as well as the ability to lead, guide and direct employees in the safe performance of their work.

The following provisions will apply to Bridge and Structure Assistant Foreperson positions:

1. Employees must be able to efficiently lead, guide and direct employees and the gang's operation in the effective and safe performance of work.
2. Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.9.
3. The position will be included in the B&S line of promotion of Article 2.5 (A) between the classification of Foreperson and Bench carpenter.
4. On the initial appointment to a Bridge and Structure Assistant Foreperson's position, the Company and the employee will have up to 90 days' from the date the employee commences work as a Bridge and Structure Assistant Foreperson to evaluate performance. An employee who fails to meet the requirements of the position will be returned to his former position. During this 90 day trial period, the employee's former position will be advertised as temporary, if required.
5. Employees will be required to work various work shifts and cycles to cover operations that run 24 hours/day, 7 days/week in accordance with Article 4 of Agreement 10.1.
6. Employees occupying positions of Bridge and Structure Assistant Foreperson will only be subject to displacement by a senior qualified Assistant Bridge and Structure Foreperson.

Signed this 29th day of February 2024 in Montreal, Quebec.

Yours truly,

A handwritten signature in blue ink, appearing to read 'François Daignault'.

François Daignault
Director, Labour Relations

I CONCUR:

A handwritten signature in blue ink, appearing to read 'Cole Kramer'.

Cole Kramer
President, USW Local 2004



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This letter will not form part of the Collective Agreement

February 29th, 2024

Cole Kramer
President, USW Local 2004

Dear Mr. Kramer,

This is in reference to Company proposal no. 13 concerning an amendment of the application of seniority provisions in situations where transitional temporary employment opportunities are offered to employees of the Company in other bargaining units who may be temporarily laid-off from their regularly assigned positions.

As discussed, this will allow CN employees to remain employed while allowing for work to be performed in-house. However, it is the understanding and the intent that temporarily laid-off employees from other bargaining units will return to work under their respective Collective Agreement.

After our discussions, the parties have agreed to the following terms and conditions, regarding these types of temporary assignments.

Laid off employees of the Company (from other than the USW's bargaining unit), may at the Company's discretion be assigned temporarily to work under Agreement 10.1 for a maximum period of 130 working days or less. Upon being so assigned, they will be governed by the USW dues provisions of Agreement 10.1.

Those individuals will, on an exceptional basis, be governed by the probationary provisions of Agreement 10.1, and furthermore, it is agreed that they will not accumulate seniority under Agreement 10.1, nor will they be governed by any of the seniority, bulletining, promotion, and/or recall provisions of Collective Agreement 10.1 during the time of their temporary assignments. Should any of these individuals be found by the Company not to be suitable for work under Agreement 10.1, they will be returned to the status which they held immediately prior (i.e. laid off) to being temporarily assigned under Agreement 10.1.

Wages and health benefits and insurance during these temporary assignments will be in accordance with the terms of Collective Agreement 10.1. During the first 130 working day period, if recalled or if the temporary assignment comes to an end, laid off employees will be obligated to return to their former bargaining unit. Should any such temporarily assigned individual voluntarily wish to end their temporary work assignment (and return to laid off status) before being released by the Company, the Company will assess and determine each situation individually.

“Once the 130 working day period has elapsed, if the employee from another bargaining unit remains working under the terms of this agreement, he/she/they will have the option of remaining covered under the provisions of Agreement 10.1. It is also agreed that should the individual not be released before or on the 130th working day, (at the Company’s discretion) they may continue to do so, but thereafter, he/she/they will be covered by all terms and conditions of Collective Agreement 10.1 and his/hers/their seniority date will be established retroactive to their first day of work under Agreement 10.1. However, that seniority may only be used prospectively commencing on working day 131 and not for any purpose that may have arisen prior to the 131th working day.

The Company commits that this special consideration of allowing temporary assignment of laid off employees will not inhibit hiring for the Company’s requirement of permanent positions coming under the auspices of Collective Agreement 10.1.

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

Yours truly,



François Daignault
Director, Labour Relations

I CONCUR:



Cole Kramer
President, USW Local 2004



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This letter will not form part of the Collective Agreement

February 29th, 2024

Cole Kramer
President, USW Local 2004

Memorandum of Agreement between USW Local 2004 and the Canadian National Railway Company respecting an Allowance for Employment in Designated Locations

Dear Mr. Kramer,

The parties recognize that there can be challenges to hiring and retaining engineering employees in certain locations in Canada, particularly in isolated communities.

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 Engineering 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 USW Local 2004 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 instalments. The employee will be required to remain in the new location for a period of 36 months. Should the employee leave

the service for any reason prior to the end of the 36 month period, he or she will be required to reimburse the full value of the attraction allowance, and relocation expenses.

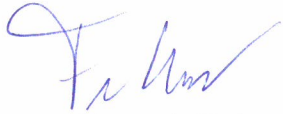
(Note: should the attraction allowance be greater than \$20,000, concurrence of the President USW Local 2004 must be granted).

2. Seniority rights will be governed strictly by the terms of the collective agreement 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 36 months. 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. New hires will be required to remain in the new location for a period of 4 years. 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 36 months.

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

Yours truly,



François Daignault
Director, Labour Relations

I CONCUR



Cole Kramer
President, USW Local 2004



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February 29th, 2024

Cole Kramer
President, USW Local 2004

Dear Mr. Kramer,

This has reference to the Union's proposal to review the Appendices and archived Appendices of Agreement 10.1 for accuracy and with the objective of re-introducing them into the body of Collective Agreement 10.1.

As a result of our discussions, the parties agreed to meet during the closed period to review and discuss each archived Appendix referenced at page 61 to determine whether to incorporate any of the archived Appendices back into the body of the Collective Agreement.

If this represents your understanding, please counter sign below,

Yours truly,

A handwritten signature in blue ink, appearing to read 'François Daignault'.

François Daignault
Director, Labour Relations

I CONCUR

A handwritten signature in black ink, appearing to read 'Cole Kramer'.

Cole Kramer
President, USW Local 2004