

Collective Agreement

March 12, 2019

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

TEAMSTERS CANADA RAIL CONFERENCE

Governing

The pay scale and working conditions of Transportation employees represented by the TCRC (Locomotive Engineers) and assigned to the Northern Quebec Territory (NQT)

PREAMBLE

The parties to this memorandum of agreement agree that the fundamental objective of the railway, its management and employees is to provide service to its customers in the most efficient manner. This memorandum of agreement is to be based on harmonious relationships and cooperation. Any differences must be settled through rational common sense methods. The basis for the relationship between the parties is one of cooperation for the benefits of the stakeholders of this agreement.

The employee referred to in this agreement is an employee of the Transportation Department assigned to the Northern Quebec territory.

The Northern Quebec territory includes the following subdivisions:

- Lac St-Jean Subdivision between mileage point 1.30 and 203.5
- Roberval Subdivision between mileage point 0 and 57.5
- Cran Subdivision between mileage point 0 and 133.2
- Chapais Subdivision between mileage point 0 and 78.06
- Chapais Subdivision between mileage point 169.4 and 199.1
- Matagami Subdivision between mileage point 0 and 61.3
- Val-d'Or Subdivision between mileage point 0 and 101.2
- Taschereau Subdivision between mileage point 0 and 99
- St-Maurice Subdivision between mileage point 0 and 257.2
- La Tuque Subdivision between mileage point 71.50 and 125.4

Assignments arriving at and departing from the Garneau Yard may be established to handle movements for traffic from or to the Northern Quebec territory. These movements are limited to Tracks S-263 and S-264 at Garneau and the transshipment of wood chips at Garneau.

NOTE: The parties hereto acknowledge that amendments, including the addition of subdivisions or parts of subdivisions, may be made to the above list, upon mutual agreement.

The parties agree that it would be acceptable to include this agreement as an agreement that is separate and distinct from Agreement 1.1 having its own provisions and term.

It is agreed that the provisions of Agreement 1.1 do not confer any rights, application or obligations with respect to the agreement and that, by that fact, this agreement does not confer any rights, application or obligations with respect to Agreement 1.1, unless a specific reference is made with respect to an application or a provision of one or the other.

No employee may submit a grievance with respect to any article of Agreement 1.1 that has not been included in this supplemental agreement.

If the inclusion of the agreement concerning the Northern Quebec territory in Agreement 1.1 means that revision will be required or if one of the parties notes involuntary errors or omissions following the ratification of this agreement, the parties agree to meet to discuss such matters. The objective of the parties is to include this supplemental agreement in the applicable agreement without, however, reducing or increasing the rights, benefits or intents for either party.

It is agreed that the general provisions of Agreement 1.1 apply to the Northern Quebec territory, except in the event that they conflict with the acknowledged provisions of this supplemental agreement, in which case this agreement takes precedence.

1.1		Supplemental Agreement
1. Rates of pay	Amended	4
2. Guarantees	Amended	4
3. Basic day	Amended	3
4. Preparatory time	N/A	
5. Initial terminal time	N/A	
6. Final terminal time	N/A	
7. Inspection time	N/A	
8. Time allowance for locomotive engineers on locomotives operating through terminals	N/A	
9. Overtime	Amended	5
10. Called for straight-away or turnaround service	Amended	3
11. Service at terminals and switching at turn-around points – Passenger service	N/A	
12. Switching at initial or final terminal – Freight service	N/A	
12A. Switching at initial or final terminal in a conductor only operation	N/A	
13. Release at final terminal – Freight service	Applicable	
14. Road switcher service	14.1 Applicable 14.2 & 14.3 - N/A	
15. Snow plow service	Applicable	
16. Work train service	Applicable - except 6.3 & 16.4	
17. Conversion rule	N/A	
17A. Setting out and taking on cars in a conductor only operation	N/A	

18. Assisting trains, doubling grades, etc.	N/A	
19. Picking up and setting out diesel units in road service	N/A	
20. Piloting	Amended	13
21. Learning road	Applicable	
22. Cancellation of regular road assignments	Applicable	
23. Regularly assigned locomotive engineers operating late or cancelled passenger service	Applicable - 23.2 (consolidated eastern seniority district)	Addition - 3.4
24. Tied up between terminals	Applicable	
25. Held away from home terminal	Amended	12
26. Service out of away-from-home terminal	Applicable	
27. Running off seniority districts	Applicable	
28. Meals – Road service	Applicable	
29. Booking rest	Amended	6
30. Rates of pay – Yard service	N/A	
31. Guarantees	N/A	
32. Basic day	Amended	3
33. Preparatory time	N/A	
34. Inspection time	N/A	
35. Overtime	N/A	
36. Work week	Amended	8
37. Operation of yard assignments	Applicable - 37.2	8
38. Lunch time	Applicable	
39. Rest	Amended	6
40. Cancellation of regular yard assignments	Applicable	
41. Switching limits	N/A	
42. Other service	N/A	
43. Seniority boundaries	Applicable	
44. Definition of qualified and promoted locomotive engineers	Applicable	
45. Promotion, establishment and retention of seniority	Applicable	
46. Definition of a temporary vacancy	Applicable	
47. Advertising and filling of positions – First seniority district	N/A	

48. Advertising and filling of positions – Second seniority district	Amended	9, 14.2
49. Advertising and filling of positions – Third, fourth and sixth seniority district	Applicable	
50. Inter-district runs and new lines	Applicable	
51. Filling of vacancies and extra engines in yard service by regularly assigned locomotive engineers	Applicable	
52. Filling of vacancies when spare board locomotive engineers not available	Applicable	
53. Filling of vacancies as second employee in cab	N/A	
54. Running of locomotive engineers	Amended	8
55. Exercising seniority when reductions take place – First seniority district	N/A	
56. Exercising seniority when reductions take place – Second seniority district	Amended	7
57. Exercising seniority when reductions take place – Third, fourth and sixth seniority districts	N/A	
58. Protecting service	Applicable	
59. Intentionally left blank	Applicable	
60. Calling	Amended	3
61. Runaround	Amended	8
62. Called and cancelled	Amended	3
63. Deadheading	Amended	14
64. Travel allowance	Amended	9
65. Mileage regulations	N/A	
66. Held for special service	Applicable	
67. Locomotive engineers not considered absent	Applicable	
68. Leave of absence	Applicable	
69. Payment for examinations	Amended	2
70. Held for investigation	Applicable	
71. Investigation – Discipline	Addition	15
72. Time returns	Applicable	
73. Grievance procedure and final settlement of disputes	Applicable	
74. Broken time	Applicable	
75. Disciplinary or physical demotion	Applicable	
76. General holidays	Addition	16

77. Annual vacation	Applicable	
78. Adverse effects of changes in working conditions	Applicable	
79. Benefit, dental and extended care plans, and life insurance	Applicable	
80. Bereavement leave	Applicable	
81. Jury duty	Applicable	
82. Sleeping quarters	Addition	9.8
83. Transportation of household effects	Applicable	
84. Locomotives, generator units and motor coaches	Applicable	
85. Operation of assignments in road and yard service in case of work stoppage	Applicable	
86. Service letters	Applicable	
87. Service in United States	N/A	
88. Definition of cumulative compensated service	Applicable	
89. Printing of collective agreement	Applicable	
90. Use of masculine gender	Applicable	
91. Employment Equity	Applicable	
93. Labour Management Committee	Applicable	
94. Workplace environment	Applicable	

Duration

It is agreed that the term of this agreement shall be from the date of the ratification until December 31, 2022, and thereafter, unless either party gives notice in writing to the other within 120 days prior to the expiration date hereof of that party's intention to revise, amend or terminate it.

1 - QUALIFICATION AND CLASSIFICATION OF TRANSPORTATION EMPLOYEES

- 1.1 The Company and the Union agree that the employees will be assigned any work which they are familiar with and qualified for or can be trained to perform. Training programs shall be offered by the Company and discussed with the Union prior to their implementation.
- 1.2 All employees will be required to be qualified locomotive engineers as provided in Letters 1 and 2 of this agreement. A course will be developed to facilitate their training at work and subsequent certification testing will be completed by an appropriate Company Officer.

- 1.3 Employees must have the appropriate qualifications in order to maintain their employment with the Company in accordance with the Railway Employee Qualifications Standards Regulations.
- 1.4 There will be appropriate training, familiarization, and classification of employees for the Northern Quebec territory who will be qualified and required to perform all facets of the operations. This training will include the necessary operating permits, licenses or certificates that may be required by Company or regulatory rules. The cost of such training and documentation shall be paid by the Company.
- 1.5 Employees who, during a tour of duty, must take part in training for the employees shall receive \$45.57, in addition to their salary for that tour of duty. Subsequently, this amount will be adjusted in keeping with the general increases granted. The payment in question is granted to an employee in the same category as the employee being trained.

2 - TRAINING, MEDICAL EXAMINATIONS, PERIODIC RULES EXAMINATIONS AND OTHERS

- 2.1 Upon successful completion of the required training program, the employees will be considered qualified employees. Employees will be required to accept and successfully complete the Company's training programs.
- 2.2 If, during the training program, it is determined that a candidate is not suitable for employment, the training will be discontinued and representatives of the Company and the Union will review each case on an individual basis for final disposition.
- 2.3 Employees will be paid for all time in training at the spare board guaranteed rate.
- 2.4 Employees in Northern Quebec territory service required to take Company requested examinations and/or Company or Government training programs such as seminars on safety, dangerous commodities, careful car handling, etc., on their days off or, prior to or after their shift, shall be governed by the provisions set out in Article 5.
- 2.5 Employees required to take Company requested medical examinations during off duty hours shall be paid six hours at the basic hourly rate. Payments provided herein apply in cases of reinstatement.
- 2.6 Employees who are unable to take a Company requested examination on their off duty time and who miss work as a result, shall be paid not less than they would have earned for their basic day.
- 2.7 Employees required to travel away from their normal work location in order to undergo a Company requested medical examination will be reimbursed for actual

reasonable costs. Such employees will be paid for a basic day and for actual travel costs.

3- MINIMUM DAY

- 3.1 **Minimum day** – The basic day shall be eight (8) hours for assignments working a 5/2 schedule and ten (10) hours for assignments working a 4/3 schedule. Employees assigned to the spare board will be paid for a basic day in keeping with the assignment for which they are called.
- 3.2 **Calling** – Except in cases of emergency, employees will be called at the home terminal two hours in advance, as far as practicable, and at the away from home terminal no less than one hour in advance of the actual time that the individual employee is required to report for duty. In the application of this paragraph, if employees in assigned service desire to be called on a regular basis, they will so request in writing. During the call, the caller must indicate what type of work/service the employee is required for.
- 3.3 **Regularly assigned employee cancellation** – When regularly assigned employees are cancelled and are not used, they will be paid for a basic day at the basic rate of pay.

Spare employee called and cancelled - Spare employees called and not used will be paid a minimum of 3 hours at the basic rate of pay. If held for a longer period before being cancelled, they will be paid for all time so held on the minute basis. Spare employees will hold their turn on the spare board if less than eight hours pay accrues to them under these provisions.

Paragraph 5.3 does not apply when an employee is called and cancelled. A payment made under these provisions is not considered time worked and cannot be used to calculate overtime. However, it cannot be used to calculate the guaranteed wages.

Employees who are called and cancelled before going on duty may book off rest.

- 3.4 **Regular assignment delayed** – Employees whose regular assignment is delayed must remain available for at least eight consecutive hours, including the two-hour call period, following the time of the call for the assignment.

4- RATES OF PAY

CLASSIFICATION	2016 Dec 15	2018 Jan 01	2019 Jan /01	2020 Jan 01	2021 Jan 01	2022 Jan 01
Locomotive Engineer	48.35	49.32	50.31	51.32	52.86	54.45

- 4.2 Regularly assigned employees who are unavailable for work, including those who will miss their regular assignment as a result of booking more than eight hours rest, will have their guarantee reduced proportionately to the call or assignment missed.
- 4.3 Employees who are available for duty will be paid a minimum of 40 hours at their basic rate in a work week.
- 4.4 For each calendar day or portion thereof on which a spare board employee is not available or for each call missed, the guarantee for that day shall be reduced by the equivalent of a basic day, unless that day is worked, and that employee will be placed at the bottom of the spare board as of the calling time. The employee shall not be penalized more than one time in each calendar day.
- 4.5 Employees standing first-out and second-out on the spare board rotation at the calling time who make themselves unavailable or miss a call for which qualified will be penalized as described in paragraph 4.4 above.
- 4.6 Employees who are not first-out or second-out on the spare board rotation at the time of the call and who miss a call for which qualified as a result of actions taken by the employees described in paragraph 4.4 above will not be penalized as provided in paragraph 4.4, but will be placed at the bottom of the spare board.
- 4.7 As provided in paragraph 4.4, employees who stand first-out or second-out on the spare board and who miss more than two two-hour calls for which qualified in a pay period will not be entitled to any guarantee, unless Management is of the opinion that their reasons for missing the calls were justified.
- 4.8 Employees entitled to the guarantee under the provisions of Article 4 who are assigned to the spare board for only a portion of a guarantee period will be paid their full proportion of the guarantee, according to the number of days the employees were on the spare board as related to the number of days in the guarantee period. Compensation paid to an employee outside his normal tour of duty time will not be used to offset any such guarantee payments.
- 4.9 The provisions of Article 4 will not be construed to mean that the earnings specified are the maximum which the employees can claim.

- 4.10 Employees temporarily working on a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily working a higher rated classification shall receive the wage rate of the higher classification. This applies to employees called on a daily as required basis to operate trains for other companies: ECORAIL, VIA, ONR, etc. Such employees will be paid at the higher rated classification for such temporary service.

5- OVERTIME

- 5.1 Based on each assignment, regularly assigned employees will be paid at one and one-half times the basic hourly rate for all time worked in excess of their regular basic day. Employees commencing a tour of duty on their days off will be paid at overtime rates.

NOTE: If the assignment is delayed in keeping with the provisions of paragraph 3.4, the employees will be paid at the regular rate if they are called to work within the eight-hour period, even if this causes them to start their tour of duty during a rest day.

- 5.2 The term "work week" for regularly assigned employees shall mean a seven consecutive day period following the assigned days off of the bulletined assignment.
- 5.3 Employees required to report to work with less than eight hours of rest, excluding the call period, between the completion of a round trip and the next tour of duty or between two tours of duty will be paid one and one-half times the basic hourly rate.
- 5.4 Employees on the spare board are paid the overtime rate for each hour worked in excess of 40 hours in a work week. The hours paid under paragraph 5.3 are not taken into consideration in the calculation of overtime hours and the guarantee. Employees commencing a tour of duty on a rest day are paid the overtime rate.
- 5.5 Overtime will not be paid when exercising seniority from assignment to assignment, when an employee works a regularly scheduled relief assignment, or when days off are being accumulated. There will be no pyramiding of overtime.
- 5.6 When a spare board employee is not available to work a tour of duty and the Company must call on other employees to fill the assignment in question, it must offer this assignment, depending on the classification of the position to be filled, to the employee who indicated that he is available on the emergency list.

6 - REST

- 6.1 In keeping with the provisions of Article 29 of Agreement 1.1, employees are entitled to take rest after being 11 hours on duty, upon giving three hours notice to the proper officer.
- 6.2 Notwithstanding the provisions of paragraph 6.1, employees working on assignments circulating on St. Maurice and Lac St. Jean Subdivisions may be required to work up until the time their rest is due to commence. In this event, if the employee can be transported to accommodations or their terminal within 30 minutes after the time at which their rest period is due to commence, it will be Company's option as to whether the employee is transported to accommodations en route or the terminal. In excess of 30 minutes, it is at the employee's option.
- 6.3 Employees who are required, in accordance with paragraph 6.2, to work up to the time their rest is due to commence will be entitled, for such extra time worked in excess of 11 hours, to be paid the following indemnity on a minute basis:

Less than 30 minutes after the rest period was to start	Double time – minimum guaranteed : 30 minutes
Less than 1 hour but more than 30 minutes after rest period was to start	Double time – minimum guaranteed : 1 hour
Between one and two hours after the rest period was to start	Double time and a half on a minute basis
Between 2 and 3 hours after the rest period was to start	Triple time on a minute basis

Unless crew members have separate work cycles, they will take their rest at the same time.

When rest is booked, employees will, at the Company's expense, be transported and provided rest accommodations. The rest period will commence at the time accommodations are reached.

(See letter 12)

- 6.4 Employees will not be required to report for duty until they have had eight hours of rest, if desired. Such rest must be booked on completion of the shift.
- 6.5 At the home terminal, regularly assigned employees may book up to 12 hours' rest. Spare board employees may book up to 10 hours' rest without being penalized, at their home terminal. However, spare board employees may book 12 hours of rest, but their guarantee will be reduced by the assignment or the call missed if they are called between the tenth and twelfth hour of rest. All employees may book between one and eight hours of rest at the away from home terminal.

7 - SENIORITY

- 7.1 CN's current seniority lists shall apply to the Northern Quebec territory. The Company must prepare the seniority lists and post them at the home terminals of the employees governed by this agreement. Copies of these lists shall be given to the general and local chairpersons. These lists shall be established in keeping with seniority and shall indicate the dates on which the employees started working for the Company as well as their service classification.
- 7.2 When assignments in the Northern Quebec territory are abolished or employees are displaced from such assignments, they must exercise their seniority to other assignments at their terminal within 24 hours. Nevertheless, if they choose to exercise their seniority to another terminal in the Northern Quebec territory or another CN terminal within their seniority district, they must do so within 72 hours.
- 7.3 Employees holding seniority and newly trained employees will be indicated on the list of traffic coordinators for the seventh seniority district, as defined in Agreement 4.2, and will continue to have first choice for these positions in the Northern Quebec territory.
- 7.4 CN employees assigned to a territory other than the Northern Quebec territory who are removed from a terminal or displaced from a terminal, cannot be required to accept a position in the Northern Quebec territory and vice versa. Nevertheless, employees who have chosen to exercise their seniority in either territory must be released, if they so desire, to return to the original home terminal in the event that employees are recalled.
- 7.5 In the event that personnel reductions are required, they will start with the employee with the least seniority at the terminal.
- 7.6 A locomotive engineer may agree to fill the position of traffic coordinator with no loss of seniority and vice versa.

8 - ESTABLISHMENT AND OPERATION OF ASSIGNMENTS

- 8.1 Employees will be assigned to regular assignments which will be established and regulated as locally arranged between the Local Chairman of the Union and the proper authority of the Company. These assignments will include an assigned run or set of runs, with or without a travel allowance, as well as all other work required by the Company to provide complete service to the Company and its customers.

- 8.2 The starting times and work week will be established in accordance with the Company's operational requirements. On assignments or at locations where it is not practical to grant two consecutive days off in a work week to regular or spare board employees, agreements may be made between the local representative of the Union and that of the Company to provide for the accumulation of days off to be taken consecutively.
- 8.3 Employees assigned to Category 500 trains may be called on to provide emergency service.
- 8.4 Employees assigned to trains in other categories may be called on to provide emergency service when it pertains to their train. E.g.: Train 368/369.
- 8.5 Spare board employees have 48 consecutive hours of rest in their work week, unless agreed otherwise between the local Union representative and that of the Company.
- 8.6 The 48 consecutive hours of rest for an employee who has been relieved from his assignment for his day off will start at the end of his service or rest period, at his discretion. In the event that an employee's assignment is cancelled or the employee is not called during the call period, in keeping with paragraph 3.4, the rest period shall be deemed to start as at the time of the cancellation or the end of the call period.
- 8.7 Employees who return to work after leave for any reason whatsoever must announce their availability at least three hours before the time at which their regular assignment starts.
- 8.8 Relief assignments that have regular trains in their work schedule are considered regular assignments.
- 8.9 First-out employees on the spare board who are available and whose tour of duty should have been respected will be paid four hours at the regular hourly rate for each tour of duty missed. A payment granted under this paragraph is not considered as time worked and cannot be used to calculate overtime or to constitute the wage guarantee.

9 - AWARDING OF ASSIGNMENTS

- 9.1 Employees governed by Agreement 1.1 will be entitled, whenever a new timetable is issued in the spring, to apply for positions and to transfer from CN to the Northern Quebec territory or vice versa.
- 9.2 When the timetable is changed in the fall of each year, each assignment is posted only for the employees assigned to the Northern Quebec territory.
- 9.3 Permanent vacancies, temporary vacancies and new assignments will be advertised on the Northern Quebec territory for 48 hours. The senior employee making application will be assigned, and will remain on the assignment for the duration of the timetable, unless displaced or assigned to another run by a subsequent bulletin.

Note:

Locomotive engineer positions will be filled from the locomotive engineer's seniority list. Conductor positions will be filled from the conductor's seniority list.

- 9.4 An employee who obtains a temporary vacancy caused by the annual vacation of another employee may be relieved from that vacancy at the end of the last tour of duty preceding the date on which the employee on vacation is expected to return. The employee is required to inform the crew calling office of his desire to be relieved.
- 9.5 Employees who are absent for any reason throughout the bulletining period may exercise their seniority on a position in the Northern Quebec territory within 48 hours of returning to active service.
- 9.6 Spare boards will be filled by an equal number of employees from each seniority list. Employees from the spare board will be called on a first-in first-out basis and will be required to accept positions as locomotive engineers or conductors if they are qualified. Employees first-out on the spare board, but not qualified for the position called, will remain first-out.
- 9.7 Procedure for applying for a position:
 - a) the junior qualified employee on the spare board at the home terminal is forced to accept;
 - b) bulletins will be advertised in the Northern Quebec territory;
 - c) the junior qualified employee on the Northern Quebec territory seniority district is forced to accept;
 - d) bulletins will be advertised at CN.

Note: In application of this paragraph, if an employee with less seniority than the employee assigned to the vacant position under this paragraph subsequently

becomes available, he shall be assigned to the position in question and the employee who had filled it will be relieved of that position, at his discretion.

- 9.8 In application of Paragraph 9.7, an employee who is forced to another terminal where a shortage of employees exists will receive reasonable accommodation and a meal allowance of \$16 per day where accommodations with cooking facilities are provided or \$26 per day where accommodations without cooking facilities are provided. At the employee's option, the employee may be offered an all inclusive allowance of \$72 per day in lieu of any and all expenses.

10 - CREW CONSIST

- 10.1 All assignments will have two employees: a locomotive engineer and a conductor. Additional employees will be assigned as may be required by the Company. This does not prevent employees from being cycled independently on certain assignments.
- 10.2 Spare boards are maintained at the Garneau, Jonquière, Chambord and Senneterre home terminals (see Letter 8 of this agreement).

11 - REPORTING LOCATIONS

- 11.1 Crews will have designated points for going on and off duty which will be dictated by the assignment and according to operational requirements. Changes in the locations for going on and off duty will be discussed with the Local Chairperson.

12 - HELD AWAY

- 12.1 Employees who are held at other than their home terminal longer than ten hours, without being called for duty, will be paid on the minute basis, at the basic hourly rate, except for work train service.
- 12.2 Regularly scheduled employees who are required to remain off duty at other than their original point of departure for more than five hours in excess of the departure time from that location will be paid for such time at the basic hourly rate, namely either 12.1 or 12.2, whichever is higher.
- 12.3 The time an employee is held away is not considered time worked and cannot be used to calculate overtime, although it can be used for the wage guarantee.

12.4 When employees are held away at the Parent terminal, they will be paid, by the minute, at the hourly rates provided below for all hours so retained in excess of ten hours:

- After 12 hours Regular rate after nine hours
- After 13 hours Regular rate after eight hours
- After 14 hours Time and one-half after 8 hours

13 - PILOTING

13.1 Employees acting as pilots will be paid from the time required to report for duty until time of registering off duty on completion of trip or day's work at the rate of pay applicable.

13.2 Employees in charge of a train over a subdivision with which they are not familiar will be furnished with a qualified operating employee as a pilot, namely an employee qualified as a conductor when a conductor makes the request or an employee qualified as a locomotive engineer when a locomotive engineer makes a request, if available, in addition to train crew.

14 - DEADHEADING

14.1 Employees that are required to deadhead will be paid for the actual time occupied at the basic hourly rate. Such time will not be considered as time worked and will not be used in the calculation of overtime, but will be used to make up the employee's guarantee, with the exception of an employee working a regular assignment who will receive at least the basic days' pay to return to his home terminal and complete the return run of his assignment.

14.2 Employees will be compensated at the rate of \$0.30 per kilometer when authorized to use their personal automobile for traveling to a work location.

14.3 Deadheading or the travel allowance can be combined with service. When there are two deadheading trips or travel allowances for a tour of duty, one of them may be combined and shall be considered as time worked. The employees must be informed at the time of the call if the deadheading and service are combined.

15 - DISCIPLINE

15.1 An employee may be suspended for a maximum of three days for an investigation. In this event, the three-day suspension will be paid, unless one of the days occurs on a day off.

16 - GENERAL HOLIDAYS

- 16.1 When a general holiday occurs during an employee's annual vacation, the employee shall have the vacation period extended by one day for each general holiday that occurs during the vacation and will be paid according to this article.
- 16.2 When a general holiday falls on an employee's assigned rest day, the employee shall have that general holiday postponed to his next working day.
- 16.3 An accredited union representative who is attending the investigation of an employee under this agreement on any general holiday specified in this agreement will be shown as available for the general holiday. If the Company subsequently cancels the investigation, the accredited union representative will still be shown as available for the general holiday, as long as he is available to go to work.
- 16.4 An employee who is cancelled on a regular working day on which a General Holiday occurs will have his 40-hour guarantee reduced by the scheduled number of hours for that working day. The employee will be advised of such cancellation prior to the completion of his last shift or tour of duty immediately preceding the holiday.
- 16.5 General Holiday payment as per Article 76.6 of Agreement 1.1 will not be used to offset the weekly guarantee.

17 - REHABILITATION

- 17.1 Employees who are unable to hold positions at their home station or terminal in the Northern Quebec territory, for medical reasons, will be authorized to exercise their seniority in keeping with the applicable agreement.
- 17.2 Employees who become disabled or are injured in work accidents and who now currently benefit from agreements or commitments on the part of CN, shall continue to benefit from such agreements or commitments if they decide to work on the Northern Quebec territory.

This supplemental agreement constitutes full and final settlement of all issues concerning the Northern Quebec territory.

Subject to ratification, this supplemental agreement will take effect March 12, 2019.

Signed in Montreal on March 12, 2019

FOR THE COMPANY

Senior Vice-president
Human Resources
Signed : Kim Madigan

General Manager, Champlain Division
Signed : Normand Gagnon

Superintendent, Champlain Division
Signed : Larry De Felice

Senior Manager, Labour Relations
Signed : Maud Boyer

Manager Labour Relations
Signed : Stephanie Roch

FOR THE UNION

General Chairman
TCRC
Signed : Jean-Michel Hallé

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

In order to ensure the viability of operations in the Northern Quebec territory, the parties agree that:

- All employees assigned to the Northern Quebec territory should be certified as Locomotive Engineers.
- Before October 31, 2003, the Company will qualify, as locomotive engineer, all conductors assigned to the Northern Quebec territory with a seniority prior to January 1, 2001.
- Both the technical and practical sections of the Locomotive Engineer Certification Program (the Program) should, as far as possible, be done in the Northern Quebec territory.
- Technical training should be completed during road service.

Description of the Locomotive Engineer Certification Program

The Program will consist of an 8-week training package, comprising a 2-week technical section and a 6-week practical section (on-the-job training plus trial period). Employees in training will work as extras with the train crew.

Technical training

The Company certified training program will be used.

Qualifications

Final certification will be performed by a qualified Company Officer.

General guidelines for administering the training program

Only those employees who are not covered by provisions of paragraph 60.9 of Article 60 of collective agreement 4.16 and those who are not registered on bulletin 077605 dated May 31, 1997 will have option to be added to the appropriate seniority list of locomotive engineers upon they have been successfully trained and qualified as locomotive engineers. The Company will supply the Brotherhood with a list of conductors who are qualified as locomotive engineer but who do not want to figure on the locomotive engineer.

Signed in _____, on _____, 2003.

For Canadian National Railway:

For the Union:

Vice-President, Labour Relations

General Chairman, BLE

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

Standards of proficiency for locomotive engineers were discussed during the recent negotiations regarding the Northern Quebec territory, and we have agreed to adopt the following standards:

Standards of proficiency for locomotive engineers

1. a) This section stipulates minimal safety standards for training, examination, qualification and follow-up of locomotive engineers.

 b) The train's locomotive engineer is in charge of, and responsible for, operating the locomotive or the train's drafting unit.
2. a) A locomotive engineer is qualified when he/she has successfully completed all scheduled training programs, passed all relevant examinations required by the Company and acquired practical knowledge of the following subjects:
 - Guidelines for operating a train
 - Track-train dynamics
 - Locomotive brake systems
 - Motive power, and mechanical and electrical systems
 - Pneumatic brake equipment
 b) An instructor is qualified when he/she has successfully completed all training programs and passed all relevant examinations for instructors required by the Company, and he/she is also a qualified locomotive engineer pursuant to the definition in paragraph 2 a) above.
3. a) CN will provide the appropriate training for candidates for the position of locomotive engineer to ensure that each has the necessary knowledge, skills and capacities regarding personal safety, operating rules and practices, the mechanical condition of equipment, and the safe operation of trains.

- b) If CN decides to train a person who has no prior training to become a locomotive engineer, it will provide the initial training, which must meet at least the following conditions:
- 1) Classroom training, practical performance exercises, and familiarization with the physical characteristics of the equipment, in accordance with safe operating practices.
 - 2) Knowledge and performance exams.
 - 3) Training under the supervision of a qualified instructor.
 - 4) Training on performance-related elements that respects the following rules:
 - i) Training shall be supervised by a qualified instructor who is present, as much as possible, in the same controlling cab;
 - ii) The engineer in training shall be placed at the controls of a locomotive for a sufficiently long period; and
 - iii) The engineer in training shall operate the various types of trains normally used by the Company.

Yours sincerely,

K. Heller
Senior Vice-President

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

This is in reference to our discussions regarding employee benefits, the pension plan, solicitation of offers to purchase, and other benefits for employees in the Northern Quebec territory.

Benefits

We hereby confirm that the employee benefits and other current or future benefits at CN, as well as those negotiated during subsequent national negotiations between the unions and CN, will apply to employees in the Northern Quebec territory for the term of this Agreement.

Solicitation

CN undertakes to not solicit or accept offers to purchase in the Northern Quebec territory for the term of this Agreement.

Preservation of rates at VIA Rail

Only those rate preservation rights at VIA Rail pursuant to Order-in-Council PC 1977-2987 are maintained. This item is for clarification purposes only and will not be added to the Agreement, pursuant to the legal opinion received.

Pension plan

As pension and other benefits are not included in the collective agreements concluded with CN Rail, they cannot be included in the 2002 Agreement. However, the provisions, rules and benefits pertaining to the CN pension plan will apply to employees in the Northern Quebec territory.

If you concur with the above, please sign in the appropriate space.

Signed in _____, on _____, 2003.

For Canadian National Railway:

For the Union:

Vice-President, Labour Relations

General Chairman, BLE

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

This is further to our discussions regarding the expansion of the Northern Quebec territory to include the Garneau Terminal.

During our discussions, the parties agreed to let Garneau Terminal employees decide for themselves whether they wish to be governed under the same Agreement regarding the Northern Quebec territory. Accordingly, the Union agreed to notify the Company of the results of its consultation.

If the members agree to consider the opportunity to join the Northern Quebec territory, the parties agree to meet to discuss a mutually acceptable arrangement that takes into account the needs of both the Company and the Union.

Yours sincerely,

Vice-President, Labour Relations

I concur.

General Chairman

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

During our discussions leading to the renewal of the Agreement regarding the Northern Quebec territory between the Unions and the Company, the Unions submitted a request for annual floating vacation days.

The parties agreed that introducing this type of arrangement for a limited number of annual vacation days could help employees take time off work for family or personal reasons. Such time off cannot normally be planned in advance when choosing annual vacation dates.

Although the conditions for this type of arrangement must still be elaborated, the Company agrees to try it out with a specific group of employees at the Garneau terminal. The Company will submit to the Unions a process for managing this arrangement in the 90 days following the ratification of this Agreement. If the terms and conditions are acceptable, this pilot project will also be implemented at the other terminals for the 2003 annual vacation period.

The parties must meet no later than 60 days before the end of 2003 to review problems, or to agree to extend or cancel this approach for 2004.

If you concur with the above, please sign in the appropriate space.

Yours sincerely,

Vice-president, Labour Relations

I concur.

General Chairman, BLE

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

This is in reference to our discussions regarding train operations in Northern Quebec, specifically the issues pertaining to requesting a train crew to continue their run beyond their normally assigned territory.

For example, train 365, operated by a Senneterre crew, normally runs between Senneterre and Parent, in the St-Maurice subdivision, although it could be instructed to continue its run to Vandry. However, it appears that there were some difficulties when we asked certain crews for train 365 to continue beyond Parent—they contended that they could not be compelled to go beyond Parent.

Following our discussions, it was agreed that train crews in such exceptional circumstances must exchange trains at the meeting point indicated to them as operational requirements dictate.

If this reflects the content of our discussions, please sign in the appropriate space.

Sincerely,

R. Dixon
Vice-President – Labour Relations

I concur.

General Chairman, BLE

Letter 7

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

This is in reference to the Agreement concluded pertaining to operations in the Northern Quebec territory.

During our discussions leading to this Agreement, the issue of maintaining a certain level of employment in the Northern Quebec territories was raised.

The parties agreed that the number of jobs for the territories should be as follows:

Garneau:	32
Senneterre:	52
Chambord/Jonquière:	32

R. Dixon
Vice-President – Labour Relations

I concur.

General Chairman, BLE

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

This is in reference to our discussions held in Jonquière on May 4, 1995, pertaining to the creation of a single succession list in Jonquière.

Before the creation of the NQISL, two succession lists existed, one for Jonquière and one for Chambord. Some difficulties were anticipated regarding the distribution of labour to the two away-from-home terminals. In order to meet operational needs, it was agreed to establish a single list for Jonquière that would meet the relief needs of both Chambord and Jonquière.

In creating this list, we agreed to the following conditions:

- 1) The current number of jobs, 32, will be maintained for the term of the Agreement, unless there is a reduction in traffic. Labour requirements will be evaluated at each timetable change by comparing the mean tonnage transported south of Chambord at the time of said timetable change, and the mean tonnage transported since the creation of the NQISL. The current mean volume transported is estimated to be 60,000 tons/week.
- 2) It is agreed that compensation equal to two hours' salary is granted to employees on the succession list who are called for an assignment originating in Chambord, regardless of their place of residence. Furthermore, the employees will provide their own transportation and will be entitled to a car travel allowance as per the Agreement. This compensation of two hours' salary is not included in the workday.
- 3) Temporary assignments will be bulletined at the two home terminals, i.e., Jonquière and Chambord. Obviously, employees who are given an assignment will not qualify for the compensation described in 2) above.

Signed in _____, on _____, 2003.

For Canadian National Railway:

For the Union:

Assistant Vice-President, Labour Relations

General Chairman, BLE

Letter 9

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602 6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

This is in reference to our discussions concerning operations in the Northern Quebec territory.

- 1) It is agreed that compensation equal to one hour's salary will be granted to employees assigned to trains originating in Chambord and traveling on the Lac St-Jean subdivision. This compensation will not be included in the workday.
- 2) Furthermore, these employees will provide their own transportation and will be entitled to a car travel allowance as per the Agreement.
- 3) The rights outlined in 1) and 2) shall be granted to the employees whose place of residence is located more than 40 miles, by means of the most direct route, from the city where the home terminal is located.

Signed in _____, on _____, 2003.

For Canadian National Railway:

For the Union:

Assistant Vice-President, Labour Relations

General Chairman, BLE

April 17, 1996

B.E. Wood
General Chairman
Canadian Council of Railway
Operating Unions
2 Dartmouth Road, Suite 210
Bedford, Nova Scotia
B4A 2K7

R. LeBel
General Chairman
United Transportation Union
1026 Saint-Jean Street, Suite 200
Quebec City, Quebec
G1R 1H7

Sirs:

This is in reference to our discussions held in Montreal on May 11, 1995, which were attended by local union representatives for the NQISL. During this meeting, these representatives submitted a proposal to the members of the NQISL Advisory Board regarding the establishment of preservation of rates for employees represented by the Canadian Council of Railway Operating Unions, who, as at March 3, 1995, were working on CN assignments that passed through NQISL territory, and who obtained a position with the NQISL at the time of the initial timetable change on May 15, 1995.

This matter was raised because of concerns that operating employees interested in working for the NQISL might opt to exercise their rights to a CN position rather than claim a position at the NQISL, for the sole purpose of benefiting from preservation of rates. In these circumstances, the NQISL could have been faced with a labour problem.

The parties agreed that operating employees who, as at March 3, 1995 held a position at CN in a territory managed by the NQISL, and who obtained a position with the NQISL during the initial timetable change of May 15, 1995, and who have no other option than to return to CN because they cannot keep their position at their NQISL home terminal due to bumping or abolition of position(s), will be eligible for preservation of rates as established by arbitrator Michel G. Picher in his decision of June 29, 1990 regarding the composition of freight train crews.

If you concur with the above, please sign in the appropriate space.

Signed in Montreal, on April 25, 1996.

For Canadian National
Railway

(signed) D.W. Coughlin
Assistant Vice-President
Labour Relations

For the Canadian Council
of Railway Operating Unions

(signed) Bradford Wood
General Chairman
CCROU

(signed) R. LeBel
General Chairman
CCROU

INTENTIONNALIY LEFT BLANK

February 5, 2003

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602–6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

During recent negotiations between the Union and the Company regarding the Northern Quebec Territory, the Union requested payment of a bonus of at least one hour at double time for every minute past the time in which rest was to be in effect.

During the discussions, the Company expressed a great deal of concern about adding such a provision to Article 6.3. The Company representatives then added that they agree to the minimum payment of 30 minutes at double time for each minute of duty beyond the first half-hour past the time in which rest was to be in effect. The Company agreed to the same principle for the second half-hour, however it feared that this provision would prompt employees to extend the time after which their rest should be in effect in order to take advantage of this additional bonus. Time beyond the first hour would be paid in accordance with the provisions of Article 6. The Union clearly indicated that it understood the Company's concerns, the parties have therefore agreed to meet and discuss these concerns.

As a result, the parties have agreed that the bonus payment, for employees who remain on duty for more than thirty (30) minutes when their rest was to be in effect, shall be put into force for the term of this agreement. Should this additional provision be abused, it shall be withdrawn and cancelled at the end of this Memorandum of Agreement, i.e., on April 30, 2005, and shall not be renewed.

If the foregoing reflects our discussions on the matter, please indicate your concurrence by signing in the space provided below.

Sincerely,

Vice-President – Labour Relations

I concur.

K. Madigan

General Chairman – BLE

October 20, 2010

R. Leclerc
General Chairman
Brotherhood of Locomotive Engineers
602-6th Avenue, Suite 360
Grand-Mère, Quebec
G9T 2H5

Dear Sir

This is in relation to our discussions concerning the renewal of the NQT Memorandum.

During our discussions, it was agreed that employees from Senneterre that are providing relief for a position at Chibougamau will be paid 4 hours to go and 4 hours to return at regular rates for each week of the duration of the assignment.

Regards

D. Gagné

For: Jeff Liepelt
Senior Vice President
Eastern Region

Brown System of Discipline

February 12, 2005

Rex Beatty
General Chairman
United Transportation Union
421 Bay Street, 2nd Floor, Suite 207
Sault Ste. Marie, Ontario P6A 1X3

Bryan Boechler
General Chairman
United Transportation Union
214 – 9622 – 42 Avenue NW
Edmonton, Alberta T6E 5Y4

Re: Brown System of Discipline

Sirs:

This will confirm discussions held during collective bargaining in 2004/2005 regarding the Company's approach to discipline.

To resolve the issue of discipline, for the life of the collective agreement(s) or until otherwise mutually agreed, the Company will utilize the Brown discipline system and standards in accordance with past practices and jurisprudence.

The Company and the Union agree that in the application of the Brown System of Discipline, the Company may continue to issue discipline in the form of deferred suspensions (subject to Union appeal).

Grievances resulting from the issuance of deferred suspensions will be initiated at Step II of the Grievance Procedure.

Yours truly,

(signed) Kim Madigan
Vice-President, Labour Relations
North America

Renewed March 13, 2019