

MEMORANDUM OF SETTLEMENT

Dated

March 31, 2019

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

UNIFOR – Council 4000

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

RE:

Application of Wage Increases and Other Changes Covering the
Years 2019, 2020, 2021 and 2022
Rates of Pay effective as Indicated

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

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

1. Term of Contract

Collective Agreement 5.1 and the Intermodal Supplemental Agreement, covering employees represented by Unifor Council 4000, will be renewed for a period of 3 years and nine months, commencing April 1, 2019.

2. Wages

- a) Effective April 1, 2019, a wage increase of 2.5% on all basic hourly, daily and weekly rates of pay in effect on March 31, 2019.
- b) Effective January 1, 2020, a wage increase of 2.5% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2019.
- c) Effective January 1, 2021, a wage increase of 3% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2020.
- d) Effective January 1, 2022, a wage increase of 3% on all basic hourly, daily and weekly rates of pay in effect on December 31, 2021.

Lump sum bonus upon ratification. In recognition of the renewal of the Collective Agreement before expiry and the extended term of the contract, the Company will pay, on the first pay period 30 calendar days after ratification, a lump sum of \$1,000.00 to all employees in active service on the date of ratification.

3. Short Term Disability - Sickness and Maternity Leave Benefits

Effective the first of the month following ratification, increase the short-term disability weekly maximum from \$720 to \$750 for new claims.

Effective January 1, 2020, increase the maximum to \$770 for new claims.

Effective January 1, 2021, increase the maximum to \$790 for new claims.

Effective January 1, 2022, increase the maximum to \$810 for new claims.

4. Dental Plan

For treatment commencing on or after the first of the month following ratification, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2019, or as defined by the dental plan insurer in the event that a province no longer produces a Dental Association Fee Guide.

For treatment commencing on or after January 1, 2020, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2020, or as defined by the dental plan insurer in the event that a province no longer produces a Dental Association Fee Guide.

For treatment commencing on or after January 1, 2021, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee

Guides for the year 2021, or as defined by the dental plan insurer in the event that a province no longer produces a Dental Association Fee Guide.

For treatment commencing on or after January 1, 2022, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2022, or as defined by the dental plan insurer in the event that a province no longer produces a Dental Association Fee Guide.

The maximum annual benefit for the Dental plan will be increased from \$1,825 to \$1,875 for treatment commencing on or after the first day of the month following ratification.

The maximum annual benefit for the Dental plan will be increased from \$1,875 to \$1,925 for treatment commencing on or after January 1, 2020.

The maximum annual benefit for the Dental plan will be increased from \$1,925 to \$1,950 for treatment commencing on or after January 1, 2021.

The maximum annual benefit for the Dental plan will be increased from \$1,950 to \$1,975 for treatment commencing on or after January 1, 2022.

Effective the first of the month following ratification, coordination of Dental Care benefits between CN employees who are spouses will be allowed.

Effective the first of the month following ratification, the annual deductible for dental care will be increased from \$35 to \$40 per family.

For orthodontic treatment commencing on or after the first day of the month following ratification, the lifetime maximum will be increased from \$500 to \$750.

5. Basic Life Insurance

Effective the first of the month following ratification, the amount of Basic Life Insurance will increase from \$50,000 to \$51,000.

Effective January 1, 2020 increase from \$51,000 to \$52,000.

Effective January 1, 2021 increase from \$52,000 to \$53,000.

Effective January 1, 2022 increase from \$53,000 to \$54,000.

6. Optional Life Insurance

Effective the first of the month following ratification, increase the maximum eligible amount from \$150,000 to \$250,000. NOTE: The insurance company (Great-West Life) will require medical evidence of insurability to increase the current coverage.

7. Prescription Drugs

Effective the first of the month following ratification, smoking cessation drugs, including nicotine substitutes, will be eligible for a 80% reimbursement after the payment of any applicable deductible under the Prescription Drugs Plan when prescribed by a physician.

8. Extended Health Care Plan

Effective the first of the month following ratification, an annual maximum of \$2,000 will be introduced for physiotherapist treatments.

Effective the first of the month following ratification, care provided by a licensed chiropractor will be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan. The chiropractor will be covered under the same annual maximum as the physiotherapist for a combined annual maximum of \$2,000.

Effective the first of the month following ratification, care provided by a licensed psychologist or psychotherapist will be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care plan, up to a combined annual maximum of \$500 per covered individual.

Effective the first of the month following ratification, coordination of Extended Health Care benefits between CN employees who are spouses will be allowed.

Effective the first of the month following ratification, care provided by a licensed massage therapist, a licensed osteopath or a licensed naturopath will be eligible for an 80% reimbursement after the payment of any applicable deductible under the Extended Health Care Plan, up to a maximum of \$20 per visit and up to an annual combined maximum of \$150 per covered individual (i.e. combined maximum of \$150 for massage therapist, osteopath and naturopath).

Effective the first of the month following ratification, the requirement of having a change in magnifying strength for contact lenses or eyeglasses to be considered eligible expenses will be removed.

Effective the first of the month following ratification, the maximum coverage for hearing aids will be increased from \$300 every 5 years to \$500 every 5 years for children (age below 18).

9. Post-Retirement Health Care Spending Account (Retirees) – to be renewed for the duration of the agreement.

10. Lifetime and Annual Maximums for Extended Health Care Plan

Effective the first of the month following ratification, the lifetime maximum will be \$50,000.

Effective January 1, 2020 increase from \$50,000 to \$51,000.

Effective January 1, 2021 increase from \$51,000 to \$52,000.

Effective January 1, 2022 increase from \$52,000 to \$53,000.

11. 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.

12. Train Passes

See the letter attached hereto as Attachment "A".

WORK RULES – 5.1

13. Article 2 – Recognition and Scope

Add the following positions to paragraph 2.3:

Position	Job Title	Function	Department
50184581	RepSrPay	Payroll	Payroll
50211423	RepSrPay	Payroll	Payroll

Article 2.3 letter of clarification at Attachment “B”.

14. Article 11 – Seniority

Amend paragraph 11.1 as follows:

- 11.1 Employees will be considered on probation until they have completed ninety (90) days of actual work in the service of the Company. If considered to be unsuitable during the probationary period, employees will be subject to an investigation under Article 24.2, after which such employees may not be retained in the service.

Amend paragraphs 11.9 (a) (iii) as follows:

- (iii) who, subsequent to April 1, 2001, is temporarily promoted to a non-scheduled, official or excepted position with the Company for a period of up to twenty four months, will continue to accumulate seniority. Should the employee remain on such a position for a period of time in excess of twenty-four months, the requirements of sub Article 11.9(a)(ii) will apply and the employee will, at the completion of the two year period, no longer continue to accumulate seniority but continue to retain the seniority rights already accumulated.

Employees temporarily promoted pursuant to this Article and subsection will continue to pay union dues for the purposes of accumulating seniority only.

Add a new paragraph 11.9 (a) (iv):

- (iv) Effective May 1, 2019, employees who are promoted to official or excepted positions within the senior management ranks of the Company (i.e. Management grade Level 4, 3, 2, 1 or executive level) shall have their names permanently removed from the seniority list and they shall no longer accumulate seniority.

15. Article 16 – Training

Amend paragraph 16.5 as follows:

- 16.5 When trained for more than 5 days, employees who have successfully completed training for work in a certain classification may be required to remain on a position or cover work in such classification for a maximum period of 120 shifts. This 120-shift requirement shall cease after the 120 shifts have been completed, or after the period of one calendar year from the time training was completed, whichever is first.

Amend paragraph 16.7 as follows:

- 16.7 Employees designated to train others by direction of the appropriate Company officer for one hour or more during a shift, will receive a trainer's allowance of \$2.50 per hour spent training. The Company may designate those employees who will provide such training.

16. Article 18 – Service Away from Home Headquarters

Add new paragraph 18.3:

- 18.3 For travel to and from the CN Campus during rest days, employees will be granted a travel allowance of \$250.00 for each one-way trip. The parties agree that travel time on the employees' rest days will not be considered as hours worked.

17. Article 24 – Discipline and Grievance Procedure

Amend paragraph 24.2 as follows:

- 24.2 The decision will be rendered within 21 calendar days from the date the investigation is completed. If the notice of discipline is not provided within twenty-one (21) days following the completion of the investigation process (or supplementary hearing, if necessary), discipline will not be assessed, except as otherwise mutually agreed. Employees will not be held out of service pending the rendering of a decision, except in the case of a dismissible offense.

Amend paragraph 24.8 as follows:

NOTE: All grievances and responses at all steps of the grievance procedure as well as requests for time limit extensions and referrals to arbitration must be submitted in writing in either portable document format (pdf) through email, or hand delivered. Verbal grievances, responses, requests or referrals not submitted in written form shall not be considered as having been properly transmitted, and therefore may, unless remedied within their time limits, trigger the provisions of Articles 24.8 and 24.9.

18. Article 25 – Final Settlement of Disputes

Amend paragraph 25.3 as follows:

- 25.3 The request for arbitration must be made in writing within 60 calendar days following receipt of the decision rendered at Step 3 of the grievance procedure by filing notice thereof with the Canadian Railway Office of Arbitration and Dispute Resolution and on the same date by transmission of a copy of such filed notice to the other party. Only the National Staff Representative may authorize and sign a Joint or Ex Parte Statement of Issue (as the case may be) on behalf of the Union.

19. Article 28 – General

Amend paragraph 28.16 as follows:

- 28.16 Where an automobile mileage allowance is paid such allowance will be 33 cents per kilometer.

20. Article 31 – Bereavement Leave

Amend paragraphs 31.1 and 31.2 as follows:

31.1 Upon the death of an employee's spouse, child, stepchild, or parent, the employee shall be entitled to five (5) working days' bereavement leave without loss of pay provided that the employee has not less than three months' cumulative compensated service.

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

21. Montreal Autoramp – Temporary Unassigned Workers

See Attachment "C"

22. Montreal Autoramp – General Holidays

See the letter in Attachment "D".

23. Alternate Work Arrangements

See the letter in Attachment "E".

WORK RULES – Intermodal Supplemental

24. Article 5 – Grievance and Arbitration Procedures

Amend Article 5 as follows:

5.11 The request for arbitration must be filed with the Canadian Railway Office of Arbitration and Dispute Resolution, in accordance with the regulations of that Office, within 60 days following receipt of the decision rendered at step 2 of the grievance procedure. Only the National Staff Representative may authorize and sign a Joint or Ex Parte Statement of Issue (as the case may be), on behalf of the Union.

5.14 NOTE: All grievances and responses, at all steps of the grievance procedure, as well as requests for time limit extensions, and referrals to arbitration must be submitted in writing in either portable document format (pdf) through email, or hand delivered. Verbal grievances, responses, requests or referrals not submitted in written form shall not be considered as having been properly transmitted, and therefore may, unless remedied, within the time limits, trigger the provisions of Articles 5.12, 5.13, and 5.14.

25. Article 6 – Probationary Period

Amend paragraph 6.1 as follows:

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

26. Article 7 – Seniority

Amend paragraph 7.7 (c) as follows:

- (c) Subsequent to April 1, 2001, is temporarily promoted to a non-scheduled, official or excepted position with the Company for a period of up to twenty four months, will continue to accumulate seniority. Should the employee remain on such a position for a period of time in excess of twenty-four months, the requirements of sub Article 7.7 (b) will apply and the employee will, at the completion of the two year period, no longer continue to accumulate seniority but continue to retain the seniority rights already accumulated.

Employees temporarily promoted pursuant to this Article and paragraph will continue to pay union dues for the purposes of accumulating seniority only.

Add a new (d) to paragraph 7.7 and renumber existing (d) to (e):

- (d) Effective May 1, 2019, employees who are promoted to official or excepted positions within the senior management ranks of the Company (i.e. Management grade Level 4, 3, 2, 1 or executive level) shall have their names permanently removed from the seniority list and shall no longer accumulate seniority.

27. Article 9 – Training and Qualifications

Add new paragraph 9.4 (e):

- (e) For travel to and from the CN Campus during rest days, employees will be granted a travel allowance of \$250.00 for each one-way trip. The parties agree that travel time on the employees' rest days will not be considered as hours worked.

Amend paragraph 9.7 as follows:

- 9.7 In the application of this Article 9, employees designated to train others by direction of the Company for a period of one hour or more during a shift will be paid a trainer's allowance of \$2.50 per hour spent training. The Company may designate those employees who will provide such training. This shall not apply to incidental instruction, direction or correction of co-workers or to the lead hands' monitoring and assisting an employee's performance.

28. Article 15 – Staff Reduction and Displacement

Letter concerning Article 15.1 in Attachment "F".

Amend paragraph 15.5 as follows:

- (b) Employees must demonstrate the ability to perform the work within a reasonable probationary period of up to 15 working days, the length of time dependent upon the character of the work.

29. Article 17 – Spare Boards

See the letter in Attachment "G".

Amend paragraph 17.17 as follows:

- 17.17 Employees who are called and report for duty and are afterwards cancelled will be paid eight (8) hours pay at the equipment operators' rate and their names will be placed at the bottom of the board as of the time of cancellation. This shall not apply to employees held on duty and used on a work assignment other than that for which called. Employees who are called and cancelled prior to reporting for duty will be paid three (3) hours at the equipment operators' rate.

30. Article 23 – Investigation and Discipline

Amend paragraph 23.6 as follows:

- 23.6 The decision will be rendered within 21 calendar days from the date the investigation is completed. If the notice of discipline is not provided within twenty-one (21) days following the completion of the investigation process (or supplementary hearing, if necessary), discipline will not be assessed, except as otherwise mutually agreed. Employees will not be held out of service pending the decision except in the case of a dismissible offence.

31. Article 27 – Bereavement Leave

Amend paragraphs 27.1 and 27.2 as follows:

- 27.1 Upon the death of an employee's spouse, child, stepchild, or parent, the employee shall be entitled to five (5) working days' bereavement leave without loss of pay provided the employee has not less than three months' cumulative compensated service.
- 27.2 Upon the death of an employee's brother, sister, stillborn child, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandchild or grandparent, or any relative of the employee who resides permanently with the employee or with whom the employee permanently resides, the employee shall be entitled to three (3) working days' bereavement leave without loss of pay provided the employee has not less than three months' cumulative compensated service.

32. Article 32 – Starting Rates

Amend paragraph 32.2 as follows:

- 32.2 New employees entering the service on or after May 1, 2019, will be compensated as follows:
- (a) Employees who have attained less than 7 months cumulative compensated service will be paid at 85% of job rate;
 - (b) Employees who have attained 7 months or more but less than 14 months cumulative compensated service will be paid at 90% of job rate;
 - (c) Employees who have attained 14 months or more but less than 21 months cumulative compensated service will be paid at 95% of job rate;
 - (d) Employees who have attained 21 or more months' cumulative compensated service will be paid the full job rate.

NOTE (1): Each 7 months of compensated service equates to 7 X 21 working days = 147 working days of compensated service.

NOTE (2): Shifts or tours of duty worked as a part time employee will be counted as a working day of compensated service.

NOTE (3): This paragraph 32.2 will not apply to employees hired in the repair and maintenance classifications listed in sub-paragraph 8.1(b) of Article 8.

NOTE (4): This provision will replace all existing step rate provisions, including those listed in Appendix 5.

Amend paragraph 32.5 as follows:

32.5 Where an automobile mileage allowance is paid, such allowance will be 33¢ per kilometre.

33. Appendix 2 – Reciprocal Rights

Amend the table under Article 3 of Appendix 2 of the Supplemental Agreement as follows:

Region	2019 Effective Date	2020 Effective Date	2021 Effective Date	2022 Effective Date
Atlantic	2011.07.15	2012.07.15	2013.07.15	2014.07.15
Mountain	2011.11.20	2012.11.20	2013.11.20	2014.11.20
Great Lakes	2011.12.02	2012.12.02	2013.12.02	2014.12.02
Prairie	2012.08.06	2013.08.06	2014.08.06	2015.08.06
St. Lawrence	2012.10.01	2013.10.01	2014.10.01	2015.10.01

34. Appendix 11 – Informal Investigation Process

Amend to allow the informal investigation process in Montreal.

35. Seasonal Vacation Relief

See the letter in Attachment "H".

36. Intermodal Gates

See the letter in Attachment "I".

37. Transfers Between Terminals

See the letter in Attachment "J".

38. General Holidays

See the letter in Attachment "K".

39. Regional Rates

See the letter in Attachment "L".

JOINT – 5.1 & Intermodal Supplemental

40. Article 37 of Agreement 5.1 and Article 32 of the Supplemental – Printing of Agreements

Add the following to existing provisions:

The Union and the Company shall proofread the Collective Agreement in English and French for typographical errors, consistency in titling and meaning, and clarity. In the event of a discrepancy between the English and French versions of this Collective Agreement, the memorandum of agreement which modified the provision in dispute, in its original signed version, shall be used to determine the original intentions and shall be given preference.

41. Appendix 7-Agreement 5.1 and Appendix 18-Supplemental – Orientation for New Hires

See the letter in Attachment "M".

42. Attraction and Retention

See the letter in Attachment "N".

43. Overtime Averaging

See the letter in Attachment "O".

The Union withdraws the notice of estoppel dated February 5, 2019.

44. Skill Retention Program

See the letter in Attachment "P".

45. System Joint Conferences

See the letter in Attachment "Q".

46. Breaks

See the letter in Attachment "R".

47. Sick Days

See the letter in Attachment "S".

48. Article 2.3 and Feedback

See the letter in Attachment "T".

49. Apprenticeship Program

See Attachment "U".

50. Ad Hoc Vacation Requests

See the letter in Attachment "V".

51. Special Licences

See the letter in Attachment "W".

52. Tool Allowance

See the letter in Attachment "X".

53. Appendices and Letters of Understanding

All appendices contained in the current 5.1 and Supplemental Agreements will be reproduced in the rewrite of these agreements, except as otherwise indicated herein. In addition, Attachments L, N, and P from the 2015 Memorandum of Agreement are renewed until December 31, 2022.

54. General

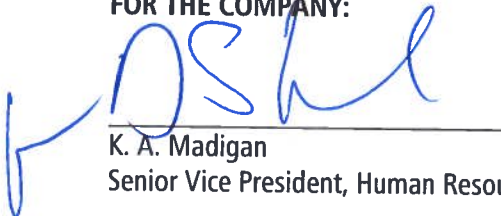
The foregoing changes are in full and final settlement of all requests served by either party signatory hereto, on or subsequent to January 1, 2019.

The Agreement shall remain in full force and effect until December 31, 2022, and thereafter, subject to a 120-day notice in writing by either party to this Agreement to revise, amend, or terminate it. Such notice may be served at any time as of September 1, 2022, unless otherwise specified herein.

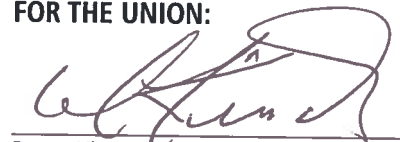
This Memorandum of Settlement is subject to ratification by the Union and the Company and the provisions herein shall become effective on the first day of the month following such ratification.

Signed at Montreal, Quebec, this 31st day of March, 2019.

FOR THE COMPANY:

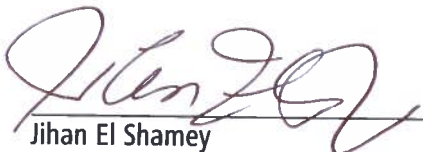

K. A. Madigan
Senior Vice President, Human Resources


FOR THE UNION:


Dave Kissack
President, Unifor Council 4000


Susan Blackmore
Sr. Manager, Labour Relations


Myriam Germain
National Representative, Unifor


Jihan El Shamey
Manager, Labour Relations

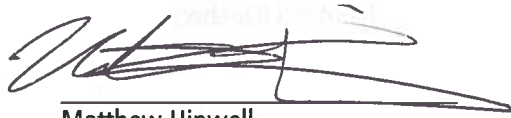

Ron Shore
Regional Bargaining Representative
Unifor Council 4000



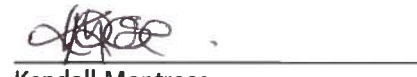
Melanie Martens
Manager, Labour Relations



Laura Hazlitt
Regional Bargaining Representative
Unifor Council 4000




Matthew Hipwell
Director, Intermodal Operations




Kendall Montrose
Regional Bargaining Representative
Unifor Council 4000



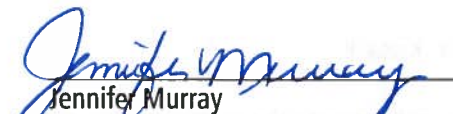
Michel Vachon
Senior Manager, Intermodal Operations



Mario Laroche
Regional Bargaining Representative
Unifor Council 4000



William Perry
Senior Manager, Intermodal Operations



Jennifer Murray
Regional Bargaining Representative
Unifor Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, Council 4000
Unifor

Dear Mr. Kissack:

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

This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass policies of CN will be maintained for employees represented by you who were in the service of CN on or prior to March 13, 1979, until the time notices are served on or subsequent to September 1, 2022, and thereafter until the provisions of Section 89 of part I of the Canada Labour Code have been complied with or until some other mutually satisfactory resolution of this matter is agreed.

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

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

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

Yours truly,


K. A. Madigan
Senior Vice President, Human Resources

I CONCUR.


Dave Kissack
President, Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, Council 4000
Unifor

Dear Mr. Kissack:

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

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

Yours truly,

A handwritten signature in blue ink, appearing to read 'K. A. Madigan', is written over the typed name.

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

Memorandum of Agreement between Unifor Council 4000 and the Canadian National Railway Company with respect to the use of Temporary Unassigned Workers at the Montreal Autoramp

The parties agree to the following:

1. In keeping with Article 1.3(b) of Collective Agreement 5.1, and solely to be applied at the Montreal Autoramp, "Temporary Unassigned Workers" refers to individuals temporarily engaged by the Company, on a part-time basis, under a fixed duration employment contract, to provide assistance with fluctuating work volumes during peak periods.
2. Temporary Unassigned Workers' employment contracts at the Montreal Autoramp may cover any period of less than twelve months' duration. This does not constitute a guarantee of employment of any duration, or a guarantee of earnings.
3. Temporary Unassigned Workers are not considered permanent workers of the Company. They are not eligible for any benefits under the ESIMA or CN Benefit Plans, including the pension plan. As such, individuals engaged as Temporary Unassigned Workers must sign a Temporary Employment Contract that makes reference to this agreement and these conditions and restrictions. The Union will be notified when Temporary Unassigned Workers are hired.
4. A work week for Temporary Unassigned Workers runs from Friday to Thursday. Temporary Unassigned Workers will be called to work in keeping with operational requirements, with no pre-determined work schedule. The first 40 hours worked by Temporary Unassigned Workers between Friday and Thursday shall be paid at straight time rates.
5. Temporary Unassigned Workers will only be called to protect overtime opportunities after all regularly assigned workers have been canvassed, or as locally arranged. Temporary Unassigned Workers may be used to fill vacant vacation relief assignments only after all regularly assigned workers have been canvassed, or as locally arranged.
6. All Temporary Unassigned Workers must be released from their contracts prior to any permanent employee being laid off.
7. The Company may deploy up to a maximum of 15 Temporary Unassigned Workers per shift, unless otherwise mutually arranged. This restriction does not apply to General Holidays. All Temporary Unassigned Workers must be canvassed to work on General Holidays.
8. In accordance with Article 11.3 of the Collective Agreement, Temporary Unassigned Workers shall not establish or accumulate seniority.
9. Temporary Unassigned Workers will be subject to the deduction and payment of Union dues, in accordance with the applicable provisions of Article 3 of Collective Agreement 5.1.
10. Temporary Unassigned Workers' wages will be 80% of the job rate of Autoramp Assistant in accordance with the Autoramp Assistant rate of pay found within the Rate Tables of Collective Agreement 5.1.

11. If a Temporary Unassigned Worker believes that his/her rights or entitlements under this Memorandum of Agreement have been violated, the Union may initiate a grievance on his/her behalf in accordance with the procedure outlined in Article 24 of Collective Agreement 5.1.
12. Temporary Unassigned Workers have no other rights or entitlements under Collective Agreement 5.1, except those specified in this Memorandum of Agreement.
13. A person engaged as a Temporary Unassigned Worker may be re-engaged in each successive year, at the sole discretion of the Company. Notwithstanding this, the Company will be under no obligation to engage or re-engage any individual employed previously, or in the future. The decision to hire, or rehire, rests solely with CN.
14. Notwithstanding any other provision of this agreement or of Agreement 5.1, the temporary employment contract with any Temporary Unassigned Worker may be terminated by the Company for any reason upon 5 days' notice, without appeal or recourse.
15. Temporary Unassigned Workers may bid on any vacancy which remains unfilled after the posting period required in Agreement 5.1, prior to it being posted externally. Candidates applying for a permanent position will be subject to an interview process to determine suitability. The Company retains sole discretion on hiring.
16. If the Union believes the use of Temporary Unassigned Workers is impacting the Company's hiring of additional full-time workers, the Union may raise these concerns to the Sr. Manager Autoramp, and failing resolution, the Union may escalate the discussion to the Vice-President of Multimodal. The Union reserves the right to grieve if a resolution cannot be achieved.
17. In order to protect operational and safety requirements, all Temporary Unassigned Workers will be fully trained to fulfill the duties and responsibilities on the positions they are expected to perform.

This agreement is made without prejudice and shall not create a precedent for either party. Its application is strictly limited to Autoramp, Montreal and is subject to a sixty (60) day cancellation clause. Such notice may only be served by the appropriate officer of the Company or the Regional Representative of the Union. The parties will be required to meet and attempt to seek resolution to any disputes within this agreement prior to serving any cancellation notice.

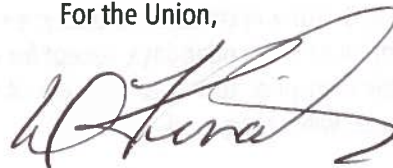
Signed at Montreal, Quebec, this 31st day of March 2019.

For the Company,



Martin Guimond
Vice President, Multimodal Operations

For the Union,



Dave Kissack
President, Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Subject: General Holidays at Montreal Autoramp

Dear Mr. Kissack:

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

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

Parameters of this Agreement

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

Canvassing

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

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

Notice

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

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

Adjustment of Holiday requirement

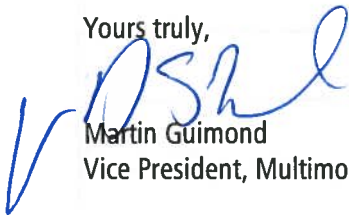
Following the four-day notice, management will continue to monitor and adjust staffing requirements for the General Holiday, based on operational realities and forecast workloads, and will meet / communicate with the designated representative of the Union to advise them of the number of employees required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

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

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


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

Yours truly,



Martin Guimond
Vice President, Multimodal Operations

I CONCUR



Dave Kissack
President, UNIFOR Council 4000

General Holiday Canvas for those who wish to work on:

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

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

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

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



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

This will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

This is with regard to the concerns raised by the Union with reference to the possibility of exploring alternative work arrangements for certain groups of employees within your bargaining unit.

Of particular concern to the Union was the impending changes to certain commuter train lines in and around the greater Montreal area and its impact on employees who rely on those services to get to and from work.


The Company understands the underlying concerns. However, without having a detailed and specific set of proposals outlining the alternatives and the select group of employees they might be applied to, we are not able to study the potential impact on our ability to provide uninterrupted service to our customers, allocate and manage our work loads and performance, or perform a realistic cost-benefit analysis of the suggestions. Also the fact that your members work in various departments of the Company adds a layer of complexity that requires the input of the functional leadership of each group of employees who might be interested in alternate work arrangements.

However, we would be willing to meet with the Union's local chair(s) and regional representative(s) to review the feasibility of their specific suggestions/proposals, and undertake a study of those proposals, and assess the impact on service, productivity, cost and other factors, including collective agreement provisions related to bulletining and filling of new jobs or changes to existing assignments.

Should a local agreement be reached, it is understood that any required modifications to the collective agreement would have to be approved by the President of Unifor Council 4000 and the Sr. Director, Labour Relations for the Company.

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

Yours truly,


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

I CONCUR,


Dave Kissack,
President, Unifor Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

This will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

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

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

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

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

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

Yours truly,



K. A. Madigan

Sr. Vice-President, Human Resources



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Dear Mr. Kissack:

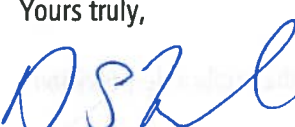
This has reference to our discussions during national negotiations with regard to the Union's concerns related to the spare board at Brampton Intermodal Terminal (BIT). Normally, the allocation of work to the spare board is a function of employee vacation assignments, anticipated traffic over and above the norm, and unscheduled, and short term vacancies in regular assignments due to illness or injury.

To address the Union's concerns, the parties agree to meet locally within 60 days following ratification to review the circumstances with the objective of implementing a more predictable, less variable work allocation, and the possibility of an assigned rest day or days for employees on the spare board, during a defined time period.

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

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

Yours truly,


K. A. Madigan
Senior Vice President, Human Resources

I CONCUR


Dave Kissack
President, UNIFOR Council 4000

This will not form part of the Collective Agreement

Memorandum of Agreement between Unifor, Council 4000, and the Canadian National Railway Company with respect to the implementation of an SVR (Seasonal Vacation Relief) Agreement in the Intermodal Supplemental Agreement to provide vacation relief to regularly assigned employees during peak seasonal periods.

The parties agree to the following:

1. An SVR Student is a person temporarily engaged by the Company, under a seasonal fixed duration employment contract, for the purposes of providing vacation relief for regularly assigned employees (as defined in Article 1.2 of the Supplemental Agreement). For every one SVR Student that is employed at a specific location, one additional allotment of vacation will be assigned over and above the allotted number that is locally arranged.
2. It is understood that the period of seasonal employment of the SVR Student shall be restricted between the dates of April 1 to September 30 and December 15 to January 15, with no ability to extend the period of employment beyond these periods. This does not in any way constitute a guarantee of employment of any duration and should not be interpreted as such.
3. The SVR Student must provide proof satisfactory to the Company that he/she is enrolled in a secondary or post-secondary education program and is returning to school in the fall and/or winter. An SVR Student may be re-engaged in each successive year at the sole discretion of the Company, provided he/she remains in a secondary or post-secondary educational program, and provided that the Company makes available an additional vacation allotment at the terminal where engaged. Notwithstanding this, the Company will be under no obligation to engage or re-engage any individual employed previously, or in the future. The decision to hire, or rehire, rests solely with CN.
4. The following provisions of the 5.1 Supplemental Agreement shall be applicable to SVR Students: Articles 1, 2, 3, 4, 8.1(c), 11, 12, 13, 24, 25, 28, 32 and Rate Tables.
5. The SVR Student will be subject to the payment of Union dues, in accordance with the applicable provisions of Article 2 of the Supplemental Agreement.
6. The SVR Student wages will be in accordance with the Helper rate of pay found within the Rate Tables and as specified in Article 32.2, and due to their lack of experience and on-the-job skills, they will be paid at 80% of the job rate.
7. The SVR Student will be assigned to vacancies not claimed by regular members of the bargaining unit, at the sole discretion of the Company.
8. The SVR Students will only be called to protect overtime opportunities after all regularly assigned employees have been canvassed or as locally arranged. SVR Students may fill vacant vacation relief assignments only after all regularly assigned employees have been canvassed or as locally arranged.
9. The SVR Student will not be considered a permanent employee of the Company or afforded any benefits under the ESIMA, CN Benefit Plans and will not be covered by the CN Pension Plan. As such, the SVR Student

will sign a Temporary Employment Contract that makes reference to this agreement. A copy of the Temporary Employment Contract will be provided to the local representative of the Union.

10. The SVR Student will:

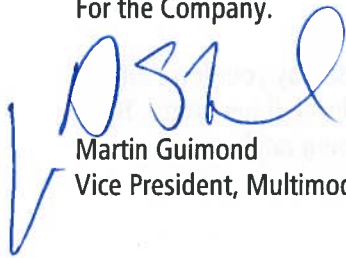
- a. Be released at the expiration of their contract.
- b. Not accrue seniority at any time.
- c. Not be permitted to bid any temporary vacancy, or temporary assignment, or permanent assignment, without the expressed mutual agreement of the Company and the Union.
- d. Be released prior to a regular employee being laid off.

11. This SVR Student Agreement will take effect on May 31, 2019 and remain in effect for the life of the Collective Agreement. Once implemented, it will not be cancelled without a 30-day notice of cancellation. Once a notice of cancellation is served, the parties agree to meet to review the reasons for cancellation and consider suggestions to maintain this agreement.

12. Any dispute initiated by a regularly assigned employee, with regard to the interpretation, application, administration or alleged contravention of this Agreement may be progressed in accordance with Article 5 of the Supplemental Agreement.

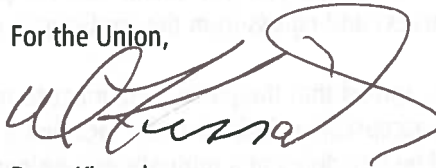
Signed at Montreal, Quebec, this 31th day of March, 2019.

For the Company.



Martin Guimond
Vice President, Multimodal Operations

For the Union,



Dave Kissack
President, Council 4000



Human Resources
Canadian National
Montreal, Quebec

ATTACHMENT I

Ressources Humaines
Canadien National
Montréal (Québec)

This will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Dear Mr. Kissack:

This has reference to our discussions with regard to the Union's concerns about issues associated with the efficiency of the automatic gates at the Intermodal Terminals.

Obviously it is in both parties' interests to work together to resolve these issues as quickly as possible to ensure the smooth access and egress from the yards by all users.

Therefore it is agreed that the parties will meet to review the issues that have been raised by your local officers and work on acceptable solutions at the local level, and following that, at the system level, if necessary. These meetings will be scheduled at a mutually convenient time within the first 60 days following ratification.

Please indicate your agreement to this proposal by countersigning below.

Yours truly,

K.A. Madigan
Senior Vice President, Human Resources

I CONCUR

Dave Kissack
President, UNIFOR Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

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

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

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

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

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

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

Yours truly,

A handwritten signature in blue ink, appearing to read 'K.A. Madigan', is written over the typed name.

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



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Subject: General Holidays for Intermodal Employees

Dear Mr. Kissack:

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

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

Parameters of this Agreement

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

Canvassing

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

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

Notice

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

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

Adjustment of Holiday requirement

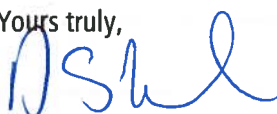
Following the four-day notice, management will continue to monitor and adjust staffing requirements for the General Holiday, based on operational realities and forecast workloads, and will meet with the designated representative of the Union to advise them of the number of employees required to work. Except in the case of operational emergencies, that number will not exceed the number who would normally be scheduled to work that day.

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

If a dispute arises about the application of this agreement, the designated Union representative can forward the matter for discussion between the President Council 4000 and the Sr. Manager of Intermodal Operations.

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

Yours truly,



Martin Guimond

Vice President, Multimodal Operations

I CONCUR



Dave Kissack

President, UNIFOR Council 4000

General Holiday Canvas for those who wish to work on:

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

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

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

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



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Dear Mr. Kissack:

This has reference to our discussions with regard to the parties' concerns about the attraction and retention of employees to certain classifications, at certain locations, across the system and the resulting necessity to augment existing forces with contractors, due to manpower issues.

While many different solutions were discussed, none were ideal, or would address all aspects of this challenging problem.

However, the parties agreed that the unique structure of the Intermodal Supplemental Agreement was originally intended to address this issue, through the regional rate structures that have been in place for more than 25 years.

This letter will confirm, that when the need arises, and it is apparent that the regional rate for a particular classification, (in this instance heavy duty mechanic and lead hand mechanic), is not reflective of local market conditions, the parties have the right to review and adjust such rate or rates, to reduce undesirable attrition or improve retention.

To that end, prior to finalizing its decision on a necessary regional rate increase for a classification, the proper officer of the Company will meet with the President of Council 4000 to review the circumstances and agree upon the rate adjustment necessary. It is understood that any such adjustment must be approved by the Senior Vice-President, Human Resources for the Company, and would be applied to all employees holding permanent full time assignments in that classification, at the specified location. Any such adjustment would be applied on a prospective basis only.

Please indicate your agreement to this resolution by countersigning below.

Yours truly,


K. A. Madigan
Senior Vice President, Human Resources

I CONCUR


Dave Kissack
President, UNIFOR Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

During the collective bargaining for the renewal of Agreement 5.1 and the Intermodal Supplemental Agreement, the Union served a proposal on Member Orientation for new hires.

The Company welcomes the participation of a local or regional representative during the introduction of new employees to the workplace. The Company currently has an on-boarding and orientation process for new hires. As discussed, a local Union representative will be permitted to address new members of the bargaining unit and shall be afforded a period of up to thirty (30) minutes to make presentations and answer questions. Leave may be granted to the local Union representative to participate in these sessions, without loss of pay. Such leave will not be unreasonably withheld. There will be no overtime payment as a result of this initiative. The Company will advise the Union when the onboarding sessions will occur.

Yours truly,

A blue ink signature of K. A. Madigan, written in a cursive style.

K. A. Madigan
Senior Vice President, Human Resources

I CONCUR.

A blue ink signature of Dave Kissack, written in a cursive style.

Dave Kissack
President, Council 4000

This Shall Not Form Part of the Collective Agreement

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

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

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

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

Transfer Opportunities

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

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

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

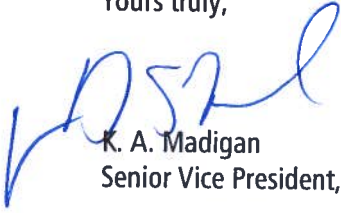
2. Seniority rights will be governed strictly by the terms of Article 11 of Collective Agreement 5.1 or Article 7 of the Supplemental Agreement, whichever is applicable, for employees voluntarily electing to accept work under the terms of this letter, except that employees relocating under the terms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

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

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

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

Yours truly,



K. A. Madigan
Senior Vice President, Human Resources

I CONCUR



Dave Kissack
President, Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

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

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

It is agreed that overtime will be averaged over a 26-week period, as detailed below (for illustrative purposes):

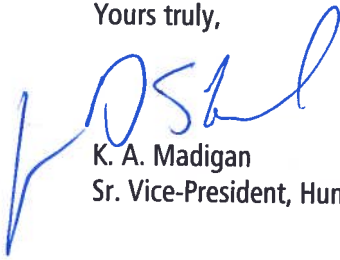
Start Date (Sunday)	End Date (Saturday)
2019/01/20	2019/07/20
2019/07/21	2020/01/18
2020/01/19	2020/07/18
2020/07/19	2021/01/16
2021/01/17	2021/07/17
2021/07/18	2022/01/15
2022/01/16	2022/07/16
2022/07/17	2023/01/14
2023/01/15	2023/07/15
2023/07/16	2024/01/13

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

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

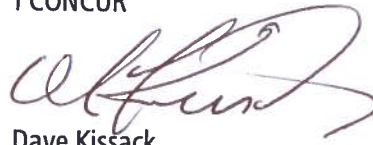
If you are in concurrence, please signify your agreement by countersigning below.

Yours truly,



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

I CONCUR



Dave Kissack
President, UNIFOR Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack,

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

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

General Parameters

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

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

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

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

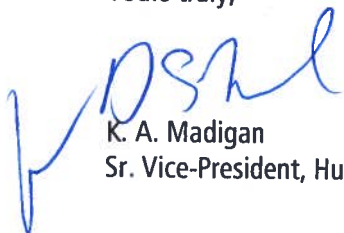
Where we have participants in the program, the number of full time assignments in that shop or in the intermodal terminal will not be reduced. Should there be a need to reduce the number of full time employees while the program is underway, the parties will meet and discuss alternatives immediately.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

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

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

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

Yours truly,



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

I CONCUR



Dave Kissack
President, UNIFOR Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

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

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

Yours truly,

A blue ink signature of K. A. Madigan, written in a cursive style.

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

I CONCUR

A blue ink signature of Dave Kissack, written in a cursive style.

Dave Kissack
President, UNIFOR Council 4000



Human Resources
Montreal, Quebec

Ressources humaines
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

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

Dear Mr. Kissack,

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

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

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

Yours truly,

A handwritten signature in blue ink, appearing to read 'K. A. Madigan', with a stylized flourish to the left.

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



Human Resources
Canadian National
Montreal, Quebec

Ressources Humaines
Canadien National
Montréal (Québec)

This will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Dear Mr. Kissack:

This has reference to our discussions with regard to the Union's concerns about the application of the Company's policy on sick leave with pay when not eligible for short term disability payments, and pending amendments to the Canada Labour Code.

The Government of Canada has passed amendments to the Canada Labour Code that will provide employees with five "personal" days, three of which shall be compensable. Those provisions have not been implemented yet, but it is expected by both parties that they will take effect in the near future.

Additionally, the parties recognize that other legislative amendments of the Canada Labour Code may be phased in during the early stages of the renewed collective agreement. These amendments include but are not limited to:

- Domestic violence
- Leave for traditional Aboriginal practices
- Flexible working schedules
- Mandatory notices of shift changes
- Exclusion of waiting periods for general holiday entitlements

Therefore, we agree to meet within 30 days of the proclamation of any effective dates for these modifications to the Code and review the impact upon any provisions of the collective agreement or workplace policies currently in place for the members of your bargaining units, so as to expedite and facilitate the transition for these legislative requirements.

Please indicate your agreement to this by countersigning below.

Yours truly,


K. A. Madigan
Senior Vice President, Human Resources

I CONCUR


Dave Kissack
President, UNIFOR Council 4000



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

This letter will not form part of the Collective Agreement

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Dear Mr. Kissack:

This has reference to our discussions with regards to the Union's concerns about management's selection of applicants under Article 2.3 of Collective Agreement 5.1 and Article 10 of the Supplemental Agreement.

While there was no dispute about management's rights under these longstanding provisions, it was pointed out that even in the rejection of an applicant, there is an opportunity for constructive feedback and development advice for the individual seeking the promotion.

Therefore, it was agreed that where an employee's candidacy has not been retained in filling a vacancy, upon request, the employee will be given feedback on where the Company felt additional knowledge, skills or ability was required.

We believe this adequately addresses your concerns.

Yours truly,

A handwritten signature in blue ink, appearing to read 'K. A. Madigan', is written over a large blue checkmark.

K. A. Madigan
Senior Vice President, Human Resources

Memorandum of Agreement between CN and UNIFOR Council 4000 concerning the establishment of a Mechanic Apprenticeship Program

CN is committed to ensuring that its fleet of railroad equipment is maintained to the highest possible standard, which requires that we hire and develop a workforce made up of industry professionals.

The Company recognizes that a very competitive marketplace exists for these types of professionals in certain locations across Canada, which has made it a difficult challenge for CN to both attract and retain mechanics.

As a consequence, the parties agree to establish and maintain a mechanic apprenticeship program, which will provide a solid transfer of knowledge, ensuring that CN has the best and most up to date workforce well into the future. The terms of the program are as follows:

APPRENTICESHIP ELIGIBILITY REQUIREMENTS

1. In order to be eligible for apprenticeship under this agreement, the applicant must meet the following criteria:
 - a. Employees promoted or hired into the apprenticeship program must be able to speak fluently, read and write either or both of the official languages of Canada. They must be able to successfully pass all Company entrance examinations.
 - b. The candidate must have successfully completed the academic standard prescribed by the regulations for the trade or must have a Provincial Secondary School diploma or its equivalent.
 - c. Exceptions to these requirements may be made by the Company for applicants who have unusual qualifications or relevant experience but shall not be inconsistent with the governing provincial regulations.
2. The Company retains the right to hire apprentices at any established level of apprenticeship (1st, 2nd, 3rd, or 4th year) and to choose the quantity and location of any apprentice positions it determines are needed at any given time.

APPRENTICESHIP TRAINING

3. Training will involve a combination of external classroom training at a technical or similar school (hereinafter referred to as "the college") and task specific on-the-job training in multiple work areas. The Company will determine the shifts and rest days for the duration of the apprenticeship, in order to maximize training opportunities. It is understood that these shifts and rest days may be changed at the Company's discretion to facilitate and optimize the learning opportunities for each apprentice.
4. Apprentices may be required, when necessary or desirable, to work on various job assignments including those at other work locations within their seniority terminal, basic seniority territory or region, provided such assignments are consistent with the terms and conditions of their apprentice program.
5. Individuals selected for apprenticeship will be required to maintain passing grades and get satisfactory ratings on each monthly performance evaluation. Any apprentice who is unable to achieve and/or maintain satisfactory ratings, may be terminated from the program, at the Company's discretion.
6. CN will pay apprentices the regular apprentice rate of pay, as well as tuition, books and other related school materials while attending any trade school programs approved by the Company, to complete their apprenticeship requirements.
7. Apprentices must maintain good standing in all areas with the college throughout their apprenticeship.

8. Apprentices will sign a release/waiver to allow the Company access to their academic, attendance and other records maintained by the college.
9. Apprentices must supply proof of passing grade from the college in the basic course, in order to progress.
10. The Company will pay for the costs to register an apprentice with the appropriate provincial regulatory agency (e.g. Ministry of Advanced Education and Skills Development and the related Provincial College of Trades, or similar).

APPRENTICE OVERSIGHT

11. Apprentices must, throughout the apprenticeship, continue to display the desire and aptitude to learn the trade or they will not be retained in the service. The Company may recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice at any time for cause. Cause may include, but not be limited to, the following:
 - 1) Inability to learn;
 - 2) Unreliability;
 - 3) Unsatisfactory work;
 - 4) Lack of interest in his/her work or education;
 - 5) Improper conduct;
 - 6) Failure to attend classroom instruction regularly;
 - 7) Unsafe behaviours;
 - 8) Refusal to follow directions;
 - 9) Other misconduct

Prior to the termination of an apprentice's contract, the Company will conduct an investigation in accordance with Article 24.1 of Collective Agreement 5.1 or Article 23.1 of the Supplemental Agreement, whichever is applicable, provided the apprentice has completed the probationary period as detailed in paragraph 12 below.

PROBATIONARY PERIOD

12. The first 800 hours of employment for every apprentice shall be a probationary period to determine their suitability to learn their trade. If the apprentice had previously established seniority in Agreement 5.1 or the Supplemental Agreement, if they are released from the apprenticeship by the Company, they may be afforded displacement rights in accordance with Article 12.16 (Agreement 5.1) or 14.15(d) (Supplemental Agreement) to return to the position from whence they came immediately prior to commencing the apprenticeship.

TERMS OF EMPLOYMENT

13. Apprentices will be indentured with the Company only if they can demonstrate their willingness to commit to a long-term employment relationship with CN and sign an apprentice lock-in agreement.
14. The apprentice shall be required to sign an apprentice agreement signifying his/her commitment to complete the apprenticeship training program and remain in service with CN for a defined lock-in period of no less than 3 years (1095 calendar days), after completion of their apprenticeship. (copy of apprentice agreement attached)
15. Apprentices who elect to leave the training program prematurely or who fail to complete the lock-in period (detailed in item 14), will be required to reimburse the Company for the tuition, books and other related material paid by the Company while in the program. This payback would be prorated based on the percentage of the program that was completed. For clarity's sake, if an employee were to quit prior to completing certification, he/she would be required to reimburse CN with 100% of the costs incurred for

classroom training and books. If an employee were to quit within the three years following certification, he/she would be required to repay 50% of the costs incurred as mentioned above.

WAGES AND BENEFITS

16. Apprentices shall be paid a progressively increasing schedule of wages as follows:

- 1st Year Apprentice will be paid @ 80% of the HDM or Mechanic-A Rate, as applicable.
- 2nd Year Apprentice will be paid @ 85% of the HDM or Mechanic-A Rate, as applicable.
- 3rd Year Apprentice will be paid @ 90% of the HDM or Mechanic-A Rate, as applicable.
- 4th Year Apprentice will be paid @ 95% of the HDM or Mechanic A-Rate, as applicable.

17. All apprentices will be granted access to the same benefit plans as regular employees under the applicable collective agreement.

SENIORITY

18. Seniority of apprentices shall, except as otherwise provided herein, be confined to the home seniority terminal and shall be established as of their entry date into the classification of apprentice following their last date of entry into the service of the Company. Seniority lists will be prepared for apprentices. The apprentices will exercise their seniority and be awarded vacation within their own seniority group. The provisions of Article 29.15 do not apply, should it be necessary to reschedule vacation to facilitate school attendance requirements. If a reduction in the number of apprentices is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

19. Upon completion of the apprenticeship program, the apprentices will be placed on the permanent seniority list of their respective trade at their home seniority terminal, and shall be credited with seniority as of their entry date into the classification of apprentice following their last date of entry into the service of the Company.

Note 1: The junior apprentice at a seniority terminal may be displaced by the junior Mechanic in active service who would otherwise be laid off at the same seniority terminal providing the Mechanic's seniority date is senior to the apprentice's apprentice seniority date. This note shall not apply at a seniority terminal where there are already more senior Mechanics laid off.

20. Apprentices promoted from job classifications under the jurisdiction of the 5.1 or the Supplemental Agreement will have their names continued on the seniority list(s) from which promoted, until they have been deemed fully qualified as Mechanics and have established a seniority date on the permanent regular Mechanic's list. They will maintain flow-back rights, only in the event that they do not qualify as a Mechanic.

21. Apprentices shall only be permitted to exercise their seniority over other registered apprentices within their seniority territory. If no positions are available, upon request the Company will give due consideration to transfer to a different seniority region provided there is an open position for an apprentice and that the apprentice's qualifications fall within the parameters for trades' recognition within the province seeking transfer. Upon transferring they will establish seniority based on their date of transfer. They will be protected for flow-back rights to their terminal of origin for a period of six months from the date of transfer.

22. The Company will respect an apprentice's seniority standing to the largest extent possible in the assignment of shifts and days off. This will include acceptance of an apprentice's application for work within the same Metropolitan Area.

23. By mutual agreement between the proper officer of the Company and the Designated Representative of Unifor Council 4000, apprentices may at any time during their apprenticeship be permitted to transfer to any

location on their Region with a view to remaining at that location on completion of their apprenticeship. However, if the region encompasses different provincial regulatory jurisdictions, the transfer will be subject to the apprentice demonstrating the qualifications for trades' recognition in the province to which they seek to transfer.

24. Apprentices shall be permitted, on completion of their apprenticeship, to exercise their seniority at their home seniority terminal to displace a junior Mechanic.

TRANSPORTATION AND LODGING

25. When Apprentices are required for training purposes to work temporarily away from their home location, the Company will provide reimbursement of reasonable travel expenses in accordance with Article 18 of Collective Agreement 5.1.

For travel to and from the CN Campus during rest days, apprentices will be granted a travel allowance of \$250.00 for each one way trip. The parties agree that travel time on the apprentices' rest days will not be considered as hours worked.

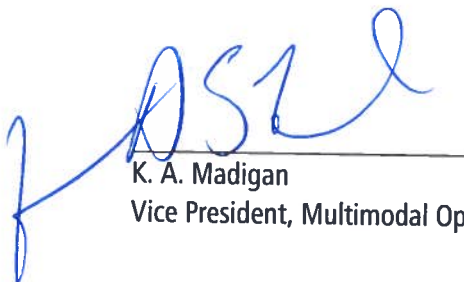
TRADES LICENCES

26. The Company will reimburse the skilled trades classification of Mechanic for the renewal fees of any *special* licence that may be required by the Company.

This Mechanic Apprentice Agreement will take effect on May 31, 2019. Once implemented, it will not be cancelled without a 60-day notice of cancellation. Once a notice of cancellation is served, the parties agree to meet to review the reasons for cancellation and consider suggestions to maintain this agreement.


Signed at Montreal, Quebec, this 31st day of March, 2019.

For the Company,



K. A. Madigan
Vice President, Multimodal Operations

For the Union,



Dave Kissack
President, Council 4000



UNIFOR Council 4000

Mechanic Apprenticeship Agreement

This Apprenticeship Agreement is required to be completed pursuant to the Memorandum of Agreement dated March 31, 2019 between Unifor Council 4000 and CN establishing a Mechanic Apprentice Program. In accordance with the terms of the Memorandum of Agreement, you are required to commit to and acknowledge the following:

- That you have seen and read a copy of the Memorandum of Agreement, dated March 31, 2019 referenced above.
- That by accepting to participate in the Apprentice Program, you are bound by the terms and conditions under the Apprentice Program, the Memorandum of Agreement, and of this Apprenticeship Agreement.
- That you understand your immediate and ongoing obligations under the Apprentice Program and this Apprenticeship Agreement including the lock-in provisions and repayment obligations.
- That you undertake to complete the Apprentice Program and remain in the service of the Company for at least three full years, (1095 calendar days), referred to as the lock-in period, from the date you successfully complete your apprenticeship.
- That you agree that if you leave the Apprentice Program prematurely (before you successfully complete it) or you fail to complete the full three year (1095 calendar days) lock-in period, you must reimburse the Company for the tuition, books and other related material that were paid by the Company for you during the Apprentice Program, on a pro-rated basis (the amount you must repay depends on when you leave the Apprentice Program or the lock-in period).
- That you will only be indentured as an apprentice with the Company if, and only if, you demonstrate and continue to demonstrate your willingness to commit to a long-term employment relationship with CN (not just for the Apprentice Program or the lock-in period) and you understand that you will only be retained throughout your apprenticeship provided that you continue to display the desire and aptitude to learn the trade every day.

In the event that you fail to complete the Apprentice Program or the three year lock-in period, you agree that you are required to repay CN for any and all amounts that are to be reimbursed to CN under the terms of this Apprenticeship Agreement. By entering into this Apprenticeship Agreement, you hereby agree and consent to the deduction of any and all of these amounts owed to CN, from any money outstanding to you from CN as wages, vacation pay or any other reason. If you have insufficient funds owing to you from CN at the time, you understand that you owe CN all outstanding money that has not been reimbursed.

Please acknowledge your understanding of these terms and conditions and signify your agree to all such terms and conditions by signing below.

I understand my obligations and I agree to repay CN should I fail to complete my Apprentice Program or leave CN before completing the three year lock-in period.

I Agree _____ Date: _____
[apprentice signature]



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Dear Mr. Kissack:

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

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

Yours truly,

A handwritten signature in blue ink, appearing to read 'K. A. Madigan', is written over the typed name.

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



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

March 31, 2019

Dave Kissack
President, UNIFOR Council 4000

Dear Mr. Kissack:

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

This will confirm that where the Company requires a special licence as a job requirement for current mechanic classifications, the Company will pay the annual fees of the employee for that licence.

Yours truly,

A handwritten signature in blue ink, appearing to read 'K. A. Madigan', is written over the typed name.

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



Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

This letter will not form part of the collective agreement

March 31, 2019

Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack:

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

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

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

Yours truly,

A blue ink signature of K. A. Madigan, written in a cursive style.

K. A. Madigan
Senior Vice President, Human Resources

I CONCUR

A blue ink signature of Dave Kissack, written in a cursive style.

Dave Kissack
President, UNIFOR Council 4000