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Human Resources

Ressources Humaines

Canadian National

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Montreal, Quebec

Montréal, Québec

H3C 3N4

H3C 3N4

Toronto, Ontario, May 13, 2001

G. Halle                    CCROU Chairman  
W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

During the recent round of negotiations to conclude a new collective agreement the Company agreed to the following coverage for dependent children where the spouses are separated or legally divorced.

The Company will cover the benefits that a dependent would normally be entitled to providing that the eligibility requirements are met. These include:

The children must be unemployed, unmarried, financially dependent on the employee for support, under 21 or under 25 (under 26 in the Province of Quebec) and a full time student at a recognized Canadian College or University, living with the employee or have some measure of shared custody. Neither child support nor alimony payments are required to establish shared custody.

Following a divorce and remarriage of the employee, children from the first marriage continue to be covered as long as the shared custody and other qualification requirements are met.

This letter will be reflected in the administration of our plan but will not be reprinted in the collective agreement.

Yours truly,

Vice-President Labour Relations and  
Employment Legislation

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Toronto, Ontario, May 13, 2001

G. Halle                    CCROU Chairman  
W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

During the recent round of negotiations to conclude a new collective agreement the Company agreed to the following coverage for safety glasses.

Employees will be allowed one pair of prescription safety glasses every two calendar years supplied through CN's approved supplier for prescription safety eyewear. In accordance with CN's safety eyewear standards employees may choose between CN approved frames, permanently tinted lenses or clear lenses as offered by CN's approved supplier for prescription safety eyewear.

This letter is separate and apart from the current vision care plan and will be reflected in the administration but will not be reprinted in the collective agreement.

Yours truly,

Vice-President Labour Relations and  
Employment Legislation



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Toronto, Ontario, May 13, 2001

G. Halle                    CCROU Chairman  
W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

During the recent round of negotiations to conclude a new collective agreement the Company agreed to provide a card that indicates insurance coverage for the appropriate plan in place.

These cards will be issued to employees within 180 days.

This letter will be reflected in the administration but will not be reprinted in the collective agreement.

Yours truly,

Vice-President Labour Relations and  
Employment Legislation



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Toronto, Ontario, May 13, 2001

R. LeBel      General Chairperson CCROU

R. Long            General Chairperson CCROU  
R. Beatty         General Chairperson CCROU  
B. Henry          General Chairperson CCROU

Gentlemen:

Further to the letter of May 13, 2001 (Appendix L – Traffic Coordinators) the Parties have agreed to meet to review the criteria that is used to establish the tier level of an assignment. Different tiers may apply to separate shifts as well as locations and the Company will determine the rate or tier for each shift using, but not limited to, the following factors:

- Number of employees/assignments the position is responsible for
- Number of sub or satellite yards the position is responsible for
- Number of trains/transfers processed on the shift
- Volume of Customer commitment traffic handled
- Number of cars handled per shift
- Number of major customers the position provides service for
- Size of physical plant and geographic area of responsibility
- Complexity of plant

Yours Truly,

Senior Vice-President Eastern Canada

Vice-President Pacific Division

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Toronto, Ontario, May 13, 2001

G. Halle                    CCROU Chairman  
W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

During the last round of negotiations the Council requested that Company paid, extended health, dental benefits and life insurance be extended to employees on CN weekly indemnity. In resolution of this issue, the Company agrees that the extended health, dental benefits and life insurance afforded to active employees shall be extended to those receiving the aforementioned weekly indemnity.

This letter will be reflected in the administration but will not be reprinted in the collective agreement.

Yours truly,

Vice-President Labour Relations and

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Toronto, Ontario, May 13, 2001

G. Halle                    CCROU Chairman

W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

During this round of negotiations the Council raised concerns regarding the CCROU’s jurisdiction to work performed within yards relative to that provided for in the collective agreements of other crafts.

Discussions between the parties recognized the work that has normally and historically been performed by the CCROU relative to other crafts. In this regard the Company affirms that switching activities performed in CN Yards and CN facilities will be performed by the CCROU, excluding shop track facilities as defined by shop track limits.

The parties recognized that this letter cannot serve to limit the rights of other crafts as contained in their respective agreements, such as the performance of duties incidental to their work.

Nevertheless the Company will assign work to the CCROU consistent with the foregoing.

Yours truly,

Vice-President Labour Relations and  
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Toronto, Ontario, May 13, 2001

G Halle      CCROU Chairperson

During this round of negotiations the qualification standards for the classification of locomotive engineers was discussed and the following standards agreed to:

## Qualification Standards for the Classification of Locomotive Engineers

1. (a) This part prescribes minimum safety standards for the training, testing, qualification and monitoring of locomotive engineers.

(b) The locomotive engineer of a train is in charge of and responsible for the operation of the locomotive or group of locomotives of such train.

2. (a) A qualified locomotive engineer is one who has successfully completed all appropriate training and testing programs required by the railroad and have actual knowledge on the following subjects:

- Train Handling Guidelines
- Track/ Train Dynamics
- Locomotive Brake Systems
- Motive Power, Mechanical and Electrical Systems
- Air Brake Equipment

(b) A qualified instructor is one who has successfully completed all appropriate training and testing programs required by the Company for instructors and is a qualified locomotive engineer as defined in item 2(a).

3. (a) CN shall provide for the education of locomotive engineer candidates to ensure that each locomotive engineer possesses the necessary knowledge, skill and ability concerning personal safety, operating rules and practices, mechanical condition of equipment, and methods of safe train handling.

(b) If CN elects to train a previously untrained person to be a locomotive engineer it shall provide initial training which, at a minimum:

(1) Is composed of classroom, skill performance, and familiarization with physical characteristics components consistent with safe train handling techniques.

(2) Includes both knowledge and performance skill testing

- (3) Is conducted under the supervision of a qualified instructor
- (4) Is conducted so that the performance skill component shall:
  - (i) Be under the supervision of a qualified instructor located in the same control compartment whenever possible
  - (ii) Place the student engineer at the controls of a locomotive for a significant portion of the time; and
  - (iii) Permit the student to experience a variety of types of trains that are normally operated by the railroad.

Yours Truly,

Senior Vice-President

Vice-President



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Toronto, Ontario, May 13, 2001

G. Halle                    CCROU Chairman  
W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

During this round of negotiations, the issue of a Long Term Disability Plan was raised. As was discussed, the CN pension committee has agreed to examine in the closed period, the transformation of the disability pension provisions into a long term disability benefit. This provision does not form part of any collective agreement.

As outlined in our Letter of Understanding with our various unions, CN agreed that should the parties be unsuccessful in establishing an LTD plan for implementation prior to January 1, 2002, solely as a result of the Company's actions or inactions, then the duration of the current short term disability plan (i.e weekly indemnity benefits- maximum duration 41 weeks), would be extended for a maximum period of an additional 27 weeks at the weekly indemnity benefit level then in effect. Only employees who commence short term disability on or after January 1, 2002, would be eligible for this extended benefit. For clarity's sake, an employee who was entitled to receive EI sickness benefits, would, in those circumstances, remain eligible for short term disability benefits for a maximum period of 53 weeks rather than the present 26 week period. Employees would still be required to provide appropriate medical information substantiating their on-going disability, to remain eligible for these extended benefits. This extension would only apply for those employees who have made a legitimate application for weekly indemnity benefits before the end of the current collective agreement, December 31, 2003.

Yours Truly,

Vice-President Labour Relations  
and Employment Legislation

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Toronto, Ontario, May 13, 2001

D. Shewchuk            General Chairman CCROU  
B. Henry                General Chairperson CCROU

Gentlemen

Re: Dental Plan – Fee Guides

-In the Province of Alberta, given that no dental fee guide is produced, the Survey of the Alberta Dental Association will apply. All other provisions of the plan will continue to apply.

Yours truly

Vice-President Labour Relations and  
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Toronto, Ontario, May 13, 2001

G. Halle                    CCROU Chairman  
W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

During this round of negotiations the Council expressed significant concern about the issue of attaining personal leave. Although there were examples of past occurrences raised, pertaining to pre-planned significant personal events; the Council also focused on examples of employees who were in genuine need for time off to attend to personal matters.

The Company acknowledged that for such pre-planned events, time off without pay will be granted, provided employees give at least two weeks prior notice.

In so far as time off for other requests of a leave of absence, which may intermittently occur, the Parties acknowledge that it would be incumbent to ascertain that the granting of such leave would not impact the operation to such an extent that the timely movement of trains/ traffic would be jeopardized.

Prior to denying a legitimate and timely request for any leave of absence the local Company Officer and appropriate Local Union Officer will review arrangements to try to accommodate such time off.

Yours truly,

Vice-President Labour Relations and  
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G. Halle                    CCROU Chairman

W.G. Scarrow            CCROU Vice-Chairperson

Gentlemen:

The Company confirmed with the Council that it is currently investigating the possibility of having dental & extended health claims filled electronically with its insurers. The Company agrees to extend the service when it is available.

Yours truly,

Vice-President Labour Relations and  
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Toronto, Ontario, May 13, 2001

D Shewchuk            CCROU General Chairman  
R LeClerc            CCROU General Chairman  
R Dyon            CCROU General Chairman

Dear Mr. Shewchuk:

Further to our discussion with respect to the use of trackmobiles. This will confirm that within six months from the date of ratification, where locomotives are being used in place of trackmobiles they will be operated by locomotive engineers.

Yours truly,

Vice-President Labour Relations and  
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Toronto, Ontario, May 13, 2001

G. Halle	CCROU Chairman
R LeClerc	CCROU General Chairman

Gentlemen:

During this round of negotiations the Council raised a concern regarding booking rest on the BLE spareboards East of Joffre.

The Company agreed to raise the present level of rest from 6 to 8 hours exclusive of call time. Should the aforementioned change increase costs to the Company, the Parties agree to reopen the

matter for discussion and resolution.

Yours truly,

Senior Vice-President