

MEMORANDUM OF SETTLEMENT

Dated

December 9, 2024

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

Unifor Council 4000

Agreement Clerical (5.1) and the Intermodal Supplemental Agreement

RE:

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

Rates of Pay effective as indicated

Articles 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 & the 5.1 Supplemental, covering employees represented by Unifor Council 4000, will be renewed for a period of 4 years commencing January 1, 2025.

2. Wages

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

3. Lump Sum

A non-pensionable lump sum payment of \$1,000 will apply to all employees who are active at the time of ratification. This includes employees on STD, Maternity Leave and Parental/Paternity Leave who will receive such payment upon return to active duty.

4. Premiums

Fleet Mechanics holding mobile mechanic positions in Agreement 5.1 will receive an on-call pay premium of \$2.00/hour for hours worked while on call.

All Mechanics governed by Agreement 5.1 and the Supplemental Agreement will receive a \$200 annual allowance for tool insurance, subject to proof of insurance being provided to the Company.

5. Reclassifications

The following positions in the Accounting department are reclassified to Level "K" wages:

- Sr. Service Representative - Payroll
- Sr. Service Representative - Waybill, Rating, & Revenue Control

6. Train Passes

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

7. 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.

8. Extended Health Care Plan

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

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

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

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

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

9. Dental Benefits

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

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

10. Short Term Disability

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

will be \$1,030. Effective January 1, 2027, the maximum will be \$1,130. Effective January 1, 2028, the maximum will be \$1,230.

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

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

11. Basic Life Insurance

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

12. Lifetime and Annual Maximums for Extended Health Care Plan

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

WORK RULES 5.1

13. Article 5 – Overtime and Calls

Amend Article 5.1 as follows:

Subject to the provisions of paragraph 4.4, time worked by employees on regular assignments, continuous with, before, or after the regularly assigned hours of duty shall be considered as overtime and shall be paid at one and one-half times the hourly rate of pay in minimum increments of 15 minutes. Every effort will be made to avoid the necessity for overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally arranged in writing. An employee filling an established full time position, required to work overtime for a period of at least 2 hours for more than two hours, continuous with completion of that employee's regular tour of eight hours' duty will be allowed without deduction of pay, 20 30 minutes in which to eat, within the overtime period. ~~immediately upon completion of two hours' overtime.~~

14. Article 6 – Rest Days

Amend Article 6.1 as follows:

Employees will be assigned two consecutive rest days in each seven-day period except where unforeseen operational requirements do not allow.

- c. The appropriate Regional Representatives of ~~CAW~~ **Unifor National Council 4000** will be notified 24 hours in advance when bargaining unit employees are to be promoted on either a temporary or permanent basis. In cases of temporary promotion, the Company will advise of the approximate duration for such promotion.

16. Article 12 – Bulletining and Filling Positions

Amend Article 12.11 as follows:

In the event that there is an unfilled vacancy for which there is no qualified applicant, the junior qualified employee at the terminal may be required to fill such a position. In such cases, the Company will arrange the training of ~~another employee~~ **the senior unqualified applicant** for the position so that employees required to fill the positions may be returned to their regular assignment as soon as is practicable and shall be able to resume their former positions after 30 calendar days.

17. Article 34 – Shift Differential

Amend Article 34.1 as follows:

Should an employee be required to work overtime during a period that qualifies for a shift differential then they will receive the shift differential premium for overtime worked. However, overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

18. Article 37 – Printing of Agreements

Amend Article 37.1 as follows:

Effective the first of the month following ratification, the Company agrees to undertake the responsibility for the printing of a total of ~~1700~~ **100** copies **in English, including 250 and 50** in French, of the collective agreements **sized 8 ½" by 11"** within 60 days of signing the 5.1 Master Agreement **to be delivered to the President of Council 4000**. In addition, the Company will examine the feasibility of combining the Benefit Booklet, the ESIMA and the 5.1 Collective Agreement into one document. 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 and signed version, shall be used to determine the original intentions and shall be given preference.

Amend Article 37.2 as follows:

A copy of the collective agreement will be supplied to all employees. **Employees will be able to download a digital copy of the Benefit Booklet, the ESIMA and the 5.1 Collective Agreement in PDF format and may request one printed copy in English and French through the appropriate company officer.**

WORK RULES - INTERMODAL SUPPLEMENTAL

19. Article 5 – Grievance and Arbitration Procedures

Amend Article 5 as follows:

Step 1

- 5.4 Within ~~ten (10)~~ **fourteen (14)** calendar days from the cause of grievance, the employee and/or the chief shop steward will present the grievance to the terminal manager. The grievance shall consist of a written statement explaining the cause of grievance.
- 5.5 The meeting referred to in paragraph 5.3 will be held between the employee and/or chief shop steward of the Union and the terminal manager (or designate) no later than ten (10) calendar days following the receipt of the grievance. Every effort shall be made to schedule such meeting during normal working hours. Neither the employee nor the chief shop steward shall sustain any loss of wages when such meeting is conducted during their regularly scheduled working hours.
- 5.6 Within ~~seven (7)~~ **fourteen (14)** calendar days of such meeting, the terminal manager (or designate) will render a decision in writing.

Step 2

- 5.7 Within ~~twenty-one (21)~~ **twenty-eight (28)** calendar days of receiving the terminal manager's decision under step 1, the designated representative of the Union may present the grievance to the General Manager of terminal operations. The grievance shall consist of a written statement outlining the Union's contentions and identify the specific provision or provisions of the collective agreement which the grievance concerns.
- 5.8 The meeting referred to in paragraph 5.3 will be held between the designated representative of the Union (or designate) and the General Manager of terminal operations (or designate) no later than twenty-one (21) calendar days following the receipt of the grievance.

5.9 Within ~~seven (7)~~ **fourteen (14)** calendar days of such meeting, the General Manager of terminal operations (or designate) will render a decision in writing.

20. Article 7 – Seniority

Amend Article 7.7 as follows:

7.7 The names of employees holding seniority under this agreement who:

- a. Prior to June 14, 1995, were promoted to a permanent management or non-scheduled position with the Company, its subsidiaries or parent Company, will be continued on the seniority list and shall continue to accumulate seniority up to June 30, 1996. Following this period, such employees shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to June 30, 1996. **Employees who stop accumulating seniority will be transferred to a separate list for record-keeping purposes. Their placement on the seniority list will be updated upon request for the purposes of exercising their right to return to the bargaining unit.**
- b. On or after June 14, 1995, are promoted to a permanent management or non-scheduled position with the Company, its subsidiaries or parent Company, will be continued on the seniority list and shall continue to accumulate seniority for a period of one year after the date of promotion. Following this period, such employees shall no longer accumulate seniority but shall retain the seniority rights already accumulated. **Employees who stop accumulating seniority will be transferred to a separate list for record-keeping purposes. Their placement on the seniority list will be updated upon request for the purposes of exercising their right to return to the bargaining unit.**

21. Article 13 – Overtime

Amend Article 13.8 as follows:

Employees filling a full-time assignment who are required to work **overtime for at least two hours** ~~in excess of two hours overtime~~ continuous with the completion of **that employee's regular tour of eight hours' duty** ~~assigned hours~~ will be allowed a lunch period of 30 minutes, without deduction in pay, within that period.

Amend Article 13.9 as follows:

Every effort will be made to avoid the necessity for overtime. However, when conditions warrant, employees will perform authorized overtime work. Such overtime work will be allotted as locally agreed **in writing**.

22. Article 14 – Bulletining and Filling of Assignments

Amend Article 14.5 as follows:

Regional Bulletins

When required, regional bulletins will be issued every second Thursday. Bulletins will be posted promptly for a period of five calendar days in places accessible to all employees concerned. A copy of each regional bulletin will be furnished to the ~~chief shop stewards~~ **local chairperson** concerned.

23. Article 15 – Staff Reduction and Displacement

Amend Article 15.2 as follows:

In instances of staff reduction, four working days' advance notice will be given to regularly assigned employees whose assignments are to be abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case a shorter notice may be given. Such notice will specify the time limits with which the employee must comply in exercising seniority rights and the penalty of failing to comply with such time limits. The ~~chief shop steward~~ **local chairperson** will be supplied with a copy of any notice in writing.

24. Article 32 – General

Amend Article 32.1 as follows:

Should an employee be required to work overtime during a period that qualifies for a shift differential then they will receive the shift differential premium for overtime worked. However, overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

Amend Article 32.8 as follows:

The Company agrees to undertake the responsibility for the printing of the Collective Agreement within 60 days of signing the 5.1 Master Agreement and the Intermodal Supplemental Agreement. In addition, the Company will examine the feasibility of combining the Benefit Booklet, the ESIMA and the Intermodal Supplemental Agreement into one document. 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 and signed version, shall be used to determine the original intentions and shall be given preference. **Employees will be able to download a digital copy of the Benefit Booklet, the ESIMA and the 5.1 Supplemental Collective Agreement in PDF format and may request one printed copy in English or French through the appropriate company officer.**

APPENDICES

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:

25. Appendix 2 (Supplemental Agreement) – Reciprocal Rights is amended as per Attachment “B”
26. Appendix 8 (Agreement 5.1) – Canada Labour Code Sick Days is amended as per attached “C”
27. Appendix 14 (Agreement 5.1) – Memorandum of Agreement with respect to use of Temporary Unassigned Workers at the Montreal Autoramp is amended as per Attachment “D”
28. Appendix 19 (Supplemental) – Canada Labour Code Sick Days is amended as per attached “E”
29. Appendix 19 (Agreement 5.1) – Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances is amended as per attachment “F”.
30. Appendix 26 (Supplemental Agreement) – Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances is amended as per attachment “G”.

LETTERS OF UNDERSTANDING

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

31. Regarding employees who are awarded assignments being held in excess of 21 days (Article 12.13) and aligning of rest days (Agreement 5.1) – Attachment “H”
32. Regarding Senior May, Junior Must (Agreement 5.1 and the Supplemental) – Attachment “I”

33. Regarding Telework (Agreement 5.1 and the Supplemental) – is amended as per Attachment “J”
34. Regarding Discussions on Staffing Levels at Symington (Agreement 5.1) – Attachment “K”
35. Regarding the Crew Management Spare Board Agreement (Agreement 5.1) – Attachment “L”
36. Regarding CROA 4040 (Agreement 5.1 and the Supplemental) – Attachment “M”
37. Regarding concerns about unfilled vacancies (Agreement 5.1 and the Supplemental) – Attachment “N”
38. Regarding concerns about the investigation procedure, specifically time provided to review evidence at the start of a formal investigation (Agreement 5.1 and the Supplemental) – Attachment “O”
39. Canadian Labour Code Paid Sick Leave Provisions (Agreement 5.1 and the Supplemental) - Attachment “P”
40. Regarding the Women’s Advocate Program- Attachment “Q”
41. Regarding the Joint Review of the Unifor CN Benefit Plan - Attachment “R”
42. Regarding designated positions for Local 100 and Council 4000 – Attachment “S”
43. The following letters from prior Memorandums are renewed without amendment:

| 2023 MOS Item or date | Subject | Collective Agreement |
|------------------------------|--|-----------------------------|
| Attachment H | Regarding Benefits Review Committee | 5.1 and Supplemental |
| Attachment I | Appendix 7 - New Hire Orientation | 5.1 |
| Attachment L | Regarding Spare Boards | Supplemental |
| Attachment O | Regarding Employees Held Out of Service by OHS | 5.1 and Supplemental |
| March 20, 2023 | National Truth and Reconciliation Day | 5.1 and Supplemental |

| 2019 MOS Item | Subject | Collective Agreement |
|----------------------|---|-----------------------------|
| Attachment D | General Holidays at Montreal Autoramp | 5.1 |
| Attachment F | Retraining Senior Employees | Supplemental |
| Attachment J | Transfer of Employees | Supplemental |
| Attachment K | General Holidays for Intermodal Employees | Supplemental |
| Attachment N | Hiring Incentives | 5.1 and Supplemental |

| | | |
|----------------------|------------------------------|-----------------------------|
| Attachment P | Skill Retention Program | 5.1 and Supplemental |
| Attachment Q | System Wide Joint Conference | 5.1 and Supplemental |
| Attachment R | Unscheduled Breaks | 5.1 and Supplemental |
| Attachment V | One Day Vacation Requests | 5.1 and Supplemental |
| 2011 MOS item | Subject | Collective Agreement |
| Attachment B | Health Spending Account | 5.1 and Supplemental |

GENERAL

44. General

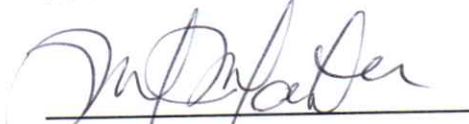
The foregoing changes are in full and final settlement of all requests served by either party signatory hereto on or subsequent to September 1, 2024.

The Agreement shall remain in full force and effect until December 31, 2028, and thereafter, subject to a 120-day notice in writing by either party to this Agreement to revise, amend, or terminate it. Such notice may be served at any time as of September 1, 2028, unless otherwise specified herein.

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

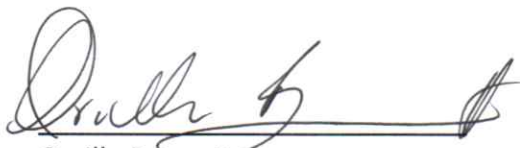
Signed at Montreal, Quebec this 9th day of December, 2024.

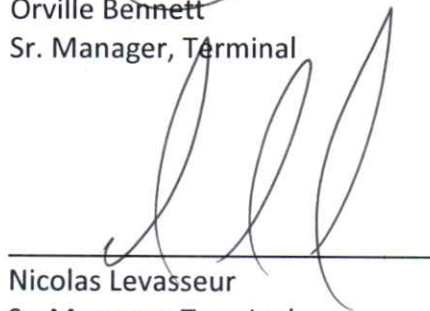
FOR THE COMPANY:



Melanie Martens
Director, Labour Relations


Manuel Salazar
Chief Mechanical Officer, East

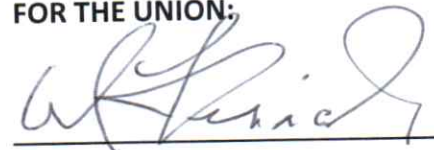

Danny Clements
Chief Mechanical Officer, West

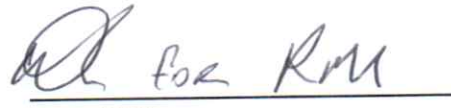

Orville Bennett
Sr. Manager, Terminal

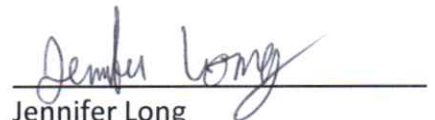

Nicolas Levasseur
Sr. Manager, Terminal


Jennifer Darby
Manager, Labour Relations

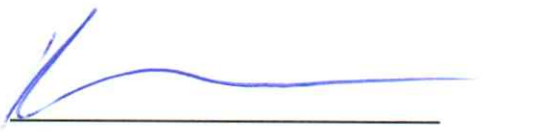
FOR THE UNION:



Dave Kissack
President, Council 4000


Ryan Mills
Regional Representative, Council 4000 Mountain
Region


Jennifer Long
Regional Representative, Council 4000 Prairie
Region

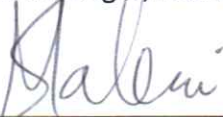

Kristi Boisvert
Regional Representative, Council 4000 Great
Lakes Region


Mario Laroche
Regional Representative, Council 4000 St-
Lawrence Region


Rheanne Gautreau
Regional Representative, Council 4000 Atlantic
Region



Anita Culen
Sr. Manager, Human Resources



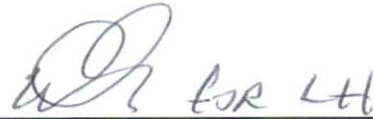
Marc Salemi
Human Resources Business
Partner



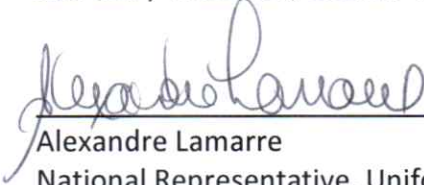
Jacqueline Zhu
Senior Manager, Financial Planning



Valentina Carreiro
Specialist, HR Compliance



Laura Hazlitt
Secretary Treasurer, Council 4000



Alexandre Lamarre
National Representative, Unifor



Barry Kennedy
National Representative, Unifor



Attachment A

This letter will not form part of the Collective Agreement

December 8, 2024

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, 202X, 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,

for: [Signature]
Stephanie McGuire
Sr. Director, Labour Relations

I CONCUR,

[Signature]
Dave Kissack
President, Council 4000



Attachment B

Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

Appendix 2

Reciprocal Rights Agreement (Agreement 5.1 Supplemental)
Amend the table in item 3 of Appendix 2 as follows:

| Region | 2025 Effective Dates | 2026 Effective Dates | 2027 Effective Dates | 2028 Effective Dates |
|--------------|----------------------|----------------------|----------------------|----------------------|
| Atlantic | 2021.07.15 | 2022.07.15 | 2023.07.15 | 2024.07.15 |
| Mountain | 2021.11.20 | 2022.11.20 | 2023.11.20 | 2024.11.20 |
| Great Lakes | 2021.12.02 | 2022.12.02 | 2023.12.02 | 2024.12.02 |
| Prairie | 2022.08.06 | 2023.08.06 | 2024.08.06 | 2025.08.06 |
| St. Lawrence | 2022.10.01 | 2023.10.01 | 2024.10.01 | 2025.10.01 |

Signed on the 9th, day of December 2024.



Attachment C

Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

Appendix 8

Canada Labour Code Sick Days (Agreement 5.1)

December 5, 2024

Canada Labour Code Paid Sick Leave Provisions

During national negotiations for the renewal of Collective Agreement 5.1 and its Supplemental Agreement, the parties agreed to renew the letter identified as Attachment C in the Memorandum of Settlement dated February 14, 2023, which suspended the previous Sick Leave provisions of Appendix 8 of Agreement 5.1 and Appendix 19 of the Supplemental Agreement, both of which were dated February 23, 2015. The suspension of these provisions was implemented in response to the legislative amendments to the Canada Labour Code, which now grants federally regulated employees access to 10 days of paid sick leave every calendar year.

For clarity, the collective agreements will read as follows:

* * * * *

December 5, 2024

Dave Kissack
President
Unifor National Council 4000

Addendum – Appendix 8 (Agreement 5.1)

Dear Mr. Kissack,


On December 1, 2022, the Canada Labour Code introduced provisions that supersede the terms of the letter dated February 23, 2025 found at Appendix 8 of Agreement 5.1. As a result, the parties agree that the terms of the February 23, 2015 version of Appendix 8 has been suspended.

For such time as the provisions of the *Code* continue to be more beneficial to employees, this letter will remain suspended.

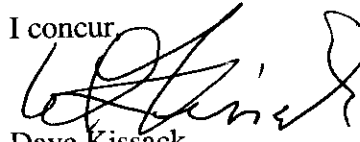
For further clarity, it is understood and agreed that the sick days in the collective agreement cannot be "stacked" with the entitlement in the Code.

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

Yours truly,


Melame Martens
Director
Labour Relations

I concur


Dave Kissack
President, Council 4000

APPENDIX 8

February 23, 2015

Barry Kennedy
President, Unifor Council 4000
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

During national bargaining, the Union raised concerns about the Company's policy as it applies to sick leave for weekly-rated clerical employees.

Effective the first day of the month following ratification, the following will apply:

Up to a maximum of three (3) days per year will be granted as sick leave to all employees (weekly-rated and hourly-rated who have 60 days of cumulative compensation or more) without loss of pay, on the strict condition that the department incurs no additional costs, as required for legitimate operational reasons, as a result of the employee's absence.

To ensure that no artificial barriers are designed to deny payment, incidents of denial will be immediately elevated to the Unifor National Representative and the Vice-President of Human Resources.

Sick leave days not used in a calendar year cannot be carried over to the next year.

These sick days are not to be used to augment vacation or extend weekends, but to cover legitimate illness only.

An employee must advise the supervisor, as promptly as possible, prior to the commencement of the shift, of the reason for and the expected duration of the absence.

The Union acknowledges that employees may be required to provide a physician's medical certificate, at their own expense, to support that they were not fit for work.

If you concur, please acknowledge below.

Yours truly,

I CONCUR

Douglas S. Fisher

Barry Kennedy

Director, Labour Relations

President, Council 400

Appendix 14

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.~~
7. The Company may hire up to 20% Temporary Workers unless otherwise mutually arranged. That figure shall be based on the number of permanent positions. All Temporary Unassigned Workers must be canvassed to work on General Holidays.

On the effective date of the collective agreement, the Company agrees to implement measures to reach the target of 20% Temporary Workers without resorting to layoffs or terminations.

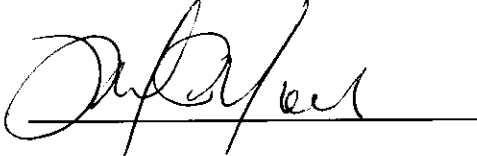
8. In accordance with Article 11.3 of the Collective Agreement, Temporary Unassigned Workers shall not establish or accumulate seniority.
9. Temporary Unassigned Workers will be subject to the deduction and payment of Union dues, in accordance with the applicable provisions of Article 3 of Collective 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.

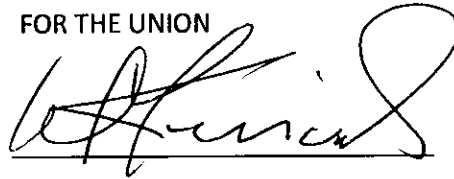
Signed at Montreal, Quebec, this 27th day of November 2024.

FOR CANADIAN NATIONAL RAILWAY

A handwritten signature in black ink, appearing to read 'Melanie Martens', written over a horizontal line.

Melanie Martens
Director, Labour Relations
CN

FOR THE UNION

A handwritten signature in black ink, appearing to read 'Dave Kissack', written over a horizontal line.

Dave Kissack
National President
Unifor Council 4000



Attachment E

Human Resources
Canadian National
Montreal, Quebec

Ressources humaines
Canadien National
Montréal (Québec)

Appendix 19

Canada Labour Code Sick Days (Supplemental)

Addendum – Appendix 19 (Supplemental Agreement)

December 5, 2024

Dave Kissack
President
Unifor National Council 4000

Dear Mr. Kissack,

On December 1, 2022, the Canada Labour Code introduced provisions that supersede the terms of the letter dated February 23, 2015 found at Appendix 19 of Agreement 5.1. As a result, the parties agree that the terms of the February 23, 2015 version of Appendix 8 has been suspended. For such time as the provisions of the *Code* continue to be more beneficial to employees, this letter will remain suspended.

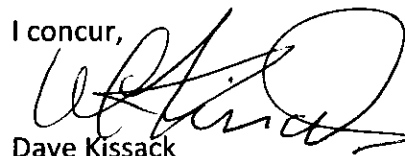
For further clarity, it is understood and agreed that the sick days in the collective agreement cannot be "stacked" with the entitlement in the Code.

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

Yours truly,


Melanie Martens
Director
Labour Relations

I concur,


Dave Kissack
President, Council 4000

APPENDIX 19

February 23, 2015

Barry Kennedy
President, Unifor Council 4000
14923 107 Avenue
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

During national bargaining, the Union raised concerns about the Company's policy as it applies to sick leave for weekly-rated clerical employees.

Effective the first day of the month following ratification, the following will apply:

Up to a maximum of three (3) days per year will be granted as sick leave to all employees (weekly-rated and hourly-rated who have 60 days of cumulative compensation or more) without loss of pay, on the strict condition that the department incurs no additional costs, as required for legitimate operational reasons, as a result of the employee's absence.

To ensure that no artificial barriers are designed to deny payment, incidents of denial will be immediately elevated to the Unifor National Representative and the Vice-President of Human Resources.

Sick leave days not used in a calendar year cannot be carried over to the next year.

These sick days are not to be used to augment vacation or extend weekends, but to cover legitimate illness only.

An employee must advise the supervisor, as promptly as possible, prior to the commencement of the shift, of the reason for and the expected duration of the absence.

The Union acknowledges that employees may be required to provide a physician's medical certificate, at their own expense, to support that they were not fit for work.

If you concur, please acknowledge below.

Yours truly,

I CONCUR

Douglas S. Fisher

Barry Kennedy

Director, Labour Relations

President, Council 400

Appendix 19

Agreement 5.1

RE: Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances

Barry Kennedy
National Representative
10203 178 Street NW
Edmonton, AB T5S 1M3

Alexandre Lamarre
National Representative
565, boul. Crémazie Est,
bureau 10100
Montréal, QC H2M 2W1

Dave Kissack
President
Unifor National Council 4000
202A - 275 Broadway Avenue
Winnipeg, MB R3C 4M6

Attachment F

Dear Sirs,

RE: Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances

BETWEEN: Unifor National Council 4000 Canada
(hereinafter referred to as the "Union")

AND: Canadian National Railway Co.
(hereinafter referred to as the "Company")

The Company and the Union (the "parties") agree to the following rules and procedures for expedited settlements to grievances that reach the final settlement of disputes stage in the parties' collective agreements. This Agreement and arrangements are to act as an alternative to the Canadian Railway Office of Arbitration and to ensure the orderly and timely resolution of outstanding grievances between the parties and will be featured as an appendix in all the collective agreements between the parties and form part of those agreements.

1. This *"Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances"* has been designed in good faith to operate as an efficient process to clear-up outstanding grievances between the parties, specifically those filed at the last stage of the grievance procedure and the next step would enter the "final settlement of disputes" stage.

2. Prior to scheduling any disputes for Expedited Mediation/Arbitration Hearings (hereafter "Mediation/Arbitration"); the parties will review those cases to determine if they are suitable for this process. This process is intended for cases dealing with employee discipline; time claim disputes; those matters respecting the meaning or alleged violation of any one or more provisions of a valid and subsisting collective agreement between the parties; or pertinent legislation including any claims related to such provisions where the Union believes an employee has been unjustly dealt with. It will exclude: any cases involving the discharge of an employee, contracting out, work ownership matters and any other cases mutually agreed not be progressed to this forum.

3. The parties agree to the use of a single mediator-arbitrator for this purpose whom will be appointed by the parties to serve as the Designated Mediator-Arbitrator for the duration of each collective agreement. The parties will also select an alternate arbitrator or mediator whom will replace the Designated Mediator-Arbitrator during an unexpected absence or in the event they will be unable to fulfill their role for duration of the collective agreements.

4. Before the collective agreements are renegotiated and the new agreements are ratified and come into effect, the parties may meet to consider other arbitrators or mediators for the purpose of this Memorandum of Agreement. If warranted, any proposed change to the Designated Mediator-Arbitrator will be discussed and finalized by the parties a minimum six (6) months in advance of the expiry of the collective agreements. Clause 2 of this Agreement will be applicable for any newly Designated Mediator-Arbitrators that are appointed.

5. Any and all fees charged by or costs incurred by the Designated Mediator-Arbitrator shall be shared equally between the Company and the Union.

6. Mediation/Arbitration will be held twice every calendar year during the third full-week of the months of March and September on either a Wednesday, Thursday or Friday, or as otherwise mutually arranged. Pursuant to Clause 2 of this Agreement, the parties will agree upon those grievances that will be scheduled for Mediation-Arbitration no later than the 15th day of the preceding month.

7. All cases to be referred to Mediation/Arbitration are to be submitted to the Designated Mediator-Arbitrator in a maximum two-page Joint Statement between the parties. The Joint Statement shall contain a grievor's name along with their service and seniority date; the facts of the dispute; and reference to the specific provision or provisions of the collective agreement or pertinent legislation that is alleged to have been misinterpreted or violated. If the parties are unable to reach an agreement on a Joint Statement, then separate statements shall be submitted, limited to the same maximum two pages. **All evidence related to the cases must be submitted to the arbitrator no later than forty-eight (48) hours in advance of the hearings.**

8. The parties should be prepared at the hearing to provide the Designated Mediator-Arbitrator with a copy of the Union's grievances and the Company's replies, including any investigative statements and evidence should the Designated Mediator-Arbitrator request more detailed information before properly considering a decision.

9. As both parties recognize that open and frank discussions will promote the resolution of grievances, the parties can decide to conduct a System Joint Conference on all outstanding grievances that have been scheduled for Mediation/Arbitration. Each grievance will be examined in a final and honest attempt to resolve the dispute before the mediation-arbitration proceedings. Grievance time limits will be protected in order for the parties to facilitate this process. Unresolved cases will then be referred to the Designated Mediator-Arbitrator.

10. The Designated Mediator-Arbitrator will hear predetermined cases in a mediation-arbitration format that will be presented in date order starting from the oldest to the most recent unless otherwise mutually agreed. The submissions of both parties shall be limited to oral presentations of a maximum duration of 20 minutes, including any rebuttal, per each case and representation and arguments shall be restricted and limited to no more than two (2) spokespersons for the Union and two (2) spokespersons for the Company. Legal counsel is not permitted.

11. The Designated Mediator-Arbitrator may first attempt to mediate a settlement between the parties. If no mediated settlement can be reached, the Designated Mediator-Arbitrator will then render a decision orally and, within thirty-days, issue a short award in writing that will be final and binding. Such decisions shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable collective agreement.

12. All Expedited Mediation-Arbitration Awards and **settlements** issued by the Designated Mediator-Arbitrator **must be in writing and** will be numbered and considered without prejudice to either party, shall not be construed as precedent setting and shall not be regarded as an admission of liability by either party in the event of future cases of a like or similar nature. Notwithstanding, the parties may later refer to these awards in a good faith effort to resolve a similar dispute within the grievance procedure; however, neither may rely on these awards in subsequent arguments before an arbitrator at an arbitration hearing to support a claim that the issue had definitively been settled at Mediation/Arbitration.

13. The decisions of the Designated Mediator-Arbitrator shall not be subject to appeal by either the Company, the Union or the employee(s) involved.

14. This Expedited Mediation-Arbitration process will be conducted in accordance with the instructions of the Designated Mediator-Arbitrator, or as otherwise agreed to between the parties and the Designated Mediator-Arbitrator at the commencement of the proceedings.

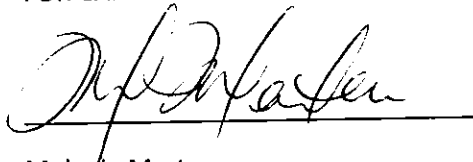
15. The parties agree that the powers of the Designated Mediator-Arbitrator are restricted by and to these rules notwithstanding any other agreement to the contrary and shall not have the power to modify any of these rules without the written consent of the parties.

16. In the event that the parties encounter difficulties with implementing decisions of the Designated Mediator-Arbitrator, the parties agree that the Designated Mediator-Arbitrator will remain seized of each of the cases that are presented at Mediation-Arbitration.

17. The parties agree that at the conclusion of Mediation-Arbitration, and in keeping with the spirit and intent of this process as explained in Clause 1 of this Agreement, there should not be any outstanding grievances at the final stage of the grievance procedure.

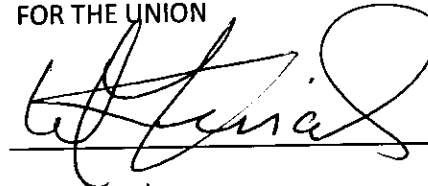
Signed on the 24th day of November 2024

FOR CANADIAN NATIONAL RAILWAY

A handwritten signature in black ink, appearing to read 'Melarie Martens', written over a horizontal line.

Melarie Martens
Director, Labour Relations
CN

FOR THE UNION

A handwritten signature in black ink, appearing to read 'Dave Kissack', written over a horizontal line.

Dave Kissack
National President
Unifor Council 4000

Appendix 26

Agreement 5.1 Supplemental

RE: Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances

Barry Kennedy
National Representative
10203 178 Street NW
Edmonton, AB T5S 1M3

Alexandre Lamarre
National Representative
565, boul. Crémazie Est,
bureau 10100
Montréal, QC H2M 2W1

Dave Kissack
President
Unifor National Council 4000
202A - 275 Broadway Avenue
Winnipeg, MB R3C 4M6

Attachment G

Dear Sirs,

RE: Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances

BETWEEN: Unifor National Council 4000 Canada
(hereinafter referred to as the "Union")

AND: Canadian National Railway Co.
(hereinafter referred to as the "Company")

The Company and the Union (the "parties") agree to the following rules and procedures for expedited settlements to grievances that reach the final settlement of disputes stage in the parties' collective agreements. This Agreement and arrangements are to act as an alternative to the Canadian Railway Office of Arbitration and to ensure the orderly and timely resolution of outstanding grievances between the parties and will be featured as an appendix in all the collective agreements between the parties and form part of those agreements.

1. This *"Memorandum of Agreement for the Expedited Mediation/Arbitration of Grievances"* has been designed in good faith to operate as an efficient process to clear-up outstanding grievances between the parties, specifically those filed at the last stage of the grievance procedure and the next step would enter the "final settlement of disputes" stage.

2. Prior to scheduling any disputes for Expedited Mediation/Arbitration Hearings (hereafter "Mediation/Arbitration"); the parties will review those cases to determine if they are suitable for this process. This process is intended for cases dealing with employee discipline; time claim disputes; those matters respecting the meaning or alleged violation of any one or more provisions of a valid and subsisting collective agreement between the parties; or pertinent legislation including any claims related to such provisions where the Union believes an employee has been unjustly dealt with. It will exclude: any cases involving the discharge of an employee,

contracting out, work ownership matters and any other cases mutually agreed not be progressed to this forum.

3. The parties agree to the use of a single mediator-arbitrator for this purpose whom will be appointed by the parties to serve as the Designated Mediator-Arbitrator for the duration of each collective agreement. The parties will also select an alternate arbitrator or mediator whom will replace the Designated Mediator-Arbitrator during an unexpected absence or in the event they will be unable to fulfill their role for duration of the collective agreements.

4. Before the collective agreements are renegotiated and the new agreements are ratified and come into effect, the parties may meet to consider other arbitrators or mediators for the purpose of this Memorandum of Agreement. If warranted, any proposed change to the Designated Mediator-Arbitrator will be discussed and finalized by the parties a minimum six (6) months in advance of the expiry of the collective agreements. Clause 2 of this Agreement will be applicable for any newly Designated Mediator-Arbitrators that are appointed.

5. Any and all fees charged by or costs incurred by the Designated Mediator-Arbitrator shall be shared equally between the Company and the Union.

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8. The parties should be prepared at the hearing to provide the Designated Mediator-Arbitrator with a copy of the Union's grievances and the Company's replies, including any investigative statements and evidence should the Designated Mediator-Arbitrator request more detailed information before properly considering a decision.

9. As both parties recognize that open and frank discussions will promote the resolution of grievances, the parties can decide to conduct a System Joint Conference on all outstanding grievances that have been scheduled for Mediation/Arbitration. Each grievance will be examined in a final and honest attempt to resolve the dispute before the mediation-arbitration

proceedings. Grievance time limits will be protected in order for the parties to facilitate this process. Unresolved cases will then be referred to the Designated Mediator-Arbitrator.

10. The Designated Mediator-Arbitrator will hear predetermined cases in a mediation-arbitration format that will be presented in date order starting from the oldest to the most recent unless otherwise mutually agreed. The submissions of both parties shall be limited to oral presentations of a maximum duration of 20 minutes, including any rebuttal, per each case and representation and arguments shall be restricted and limited to no more than two (2) spokespersons for the Union and two (2) spokespersons for the Company. Legal counsel is not permitted.

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13. The decisions of the Designated Mediator-Arbitrator shall not be subject to appeal by either the Company, the Union or the employee(s) involved.

14. This Expedited Mediation-Arbitration process will be conducted in accordance with the instructions of the Designated Mediator-Arbitrator, or as otherwise agreed to between the parties and the Designated Mediator-Arbitrator at the commencement of the proceedings.

15. The parties agree that the powers of the Designated Mediator-Arbitrator are restricted by and to these rules notwithstanding any other agreement to the contrary and shall not have the power to modify any of these rules without the written consent of the parties.

16. In the event that the parties encounter difficulties with implementing decisions of the Designated Mediator-Arbitrator, the parties agree that the Designated Mediator-Arbitrator will remain seized of each of the cases that are presented at Mediation-Arbitration.

17. The parties agree that at the conclusion of Mediation-Arbitration, and in keeping with the spirit and intent of this process as explained in Clause 1 of this Agreement, there should not be any outstanding grievances at the final stage of the grievance procedure.

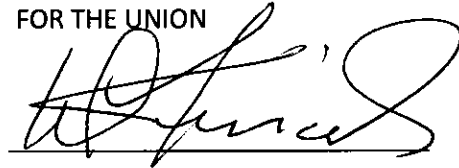
Signed on the 24th day of November 2024

FOR CANADIAN NATIONAL RAILWAY

A handwritten signature in black ink, appearing to read 'M. Martens', written over a horizontal line.

Melanie Martens
Director, Labour Relations
CN

FOR THE UNION

A handwritten signature in black ink, appearing to read 'Dave Kissack', written over a horizontal line.

Dave Kissack
National President
Unifor Council 4000

This letter will not form part of the Collective Agreement

November 14, 2024

Dave Kissack
National President, Council 4000
Unifor


Dear Mr. Kissack,

During the 2024 round of collective bargaining the parties agreed that the three (3) Right of Selection positions in the E-Business Transactions & Customer Operations Centre in Winnipeg will be compensated at the "K" level rate of pay. The employees currently holding these positions are listed below:


| Name | PIN |
|----------------|--------|
| Navneet Kaur | 208480 |
| Jerry Czubiak | 159401 |
| Robyn Kolbauer | 165901 |

This agreement will remain in place regardless of who is occupying these positions and is made without precedent or prejudice to either party. None of the above is intended to change or limit the application of existing collective agreement provisions.

FOR CANADIAN NATIONAL RAILWAY


Melanie Martens
Director, Labour Relations
CN

FOR THE UNION


Dave Kissack
National President
Unifor Council 4000

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

November 14, 2024

Dave Kissack
National President, Council 4000
Unifor

Dear Mr. Kissack,

During the 2024 round of collective bargaining the Union raised concerns about employees who are awarded assignments and being held in excess of 21 calendar days referred to in Article 12.13. The Union requested that the employees who are held in excess of 21 calendar have their rest days aligned to their current schedule with the rest days of the new position.

After discussion, the parties agreed that said employees as outlined above may request to have their rest days aligned to the rest days of their new position. Such request will be reviewed on a case-by-case basis and in consultation with the Regional Representative of the Union and the employee's Manager with the intention of accommodating such request whenever practicable.

This letter will be in place for the life of the collective agreement.

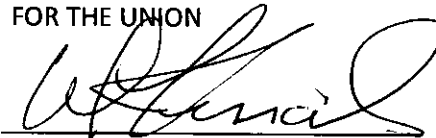
None of the above is intended to change or limit the application of existing collective agreement provisions.

FOR CANADIAN NATIONAL RAILWAY



Melanie Martens
Director, Labour Relations
CN

FOR THE UNION



Dave Kissack
National President
Unifor Council 4000

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

November 14, 2024

Dave Kissack
National President, Council 4000
Unifor

Dear Mr. Kissack,

During the 2024 round of collective bargaining, the Union raised concerns about the application of the principle of "senior may, junior must" when assigning an employee to do work other than that of their regular bid position, specifically with respect to Mechanical and Intermodal Operations.

After discussion the parties agreed that, when such assignments are for an entire shift and are assigned during the pre-shift briefing, assignments will prioritize employees' seniority where practicable and so long as operational needs are met.

Disputes regarding the application of seniority for work assignments will be escalated as soon as possible to the Regional Representative and the appropriate company officer for resolution.

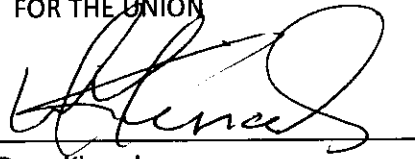
If you concur, please acknowledge below.

FOR CANADIAN NATIONAL RAILWAY



Melanie Martens
Director, Labour Relations
CN

FOR THE UNION



Dave Kissack
National President
Unifor Council 4000

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

November 26, 2024

Mr. Dave Kissack
President, Council 4000
Unifor

Dear Mr. Kissack,

During 2024 national bargaining the parties discussed existing work-from-home arrangements for clerical positions covered under the 5.1 Agreement and clerical employees in the Customer Service Department covered by the Supplemental Agreement.

The Company feels strongly that working together in the office leads to increased opportunities for learning and development, better exchange of information, improved channels for feedback and connection with teammates, increased creativity, and a richer experience in general. The Company also recognizes that offering flexibility is important to many employees.

The parties agree that all teams and individuals who are currently on approved hybrid schedules will continue to do so for the life of the collective agreement. Prior to making any changes to this agreement the company must serve a ninety (90) day notice and meet with the President of Council 4000 or their designated representative to evaluate alternative solutions.

Hybrid schedules involve working in the office Mondays, Tuesdays and Thursdays, or as otherwise locally arranged for those on alternate schedules, with the approval of the functional Vice-President. Employees may be required to come in on scheduled work-from-home days as needed by the business and/or their immediate supervisor.

All other employees are expected to work in the office 5 days a week. Any exceptions to the aforementioned must be approved by their respective functional Vice President. This letter does not apply to requests for workplace accommodations, which are assessed on a case-by-case basis.

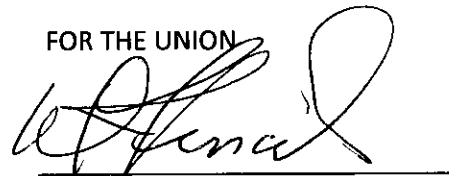
If you concur, please acknowledge below.

FOR CANADIAN NATIONAL RAILWAY



Melanie Martens
Director, Labour Relations
CN

FOR THE UNION



Dave Kissack
National President
Unifor Council 4000

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

November 30, 2024

Mr. Dave Kissack
President, Council 4000
Unifor

Dear Mr. Kissack,

During national negotiations for the renewal of Collective Agreement 5.1 and its Supplemental Agreement, the Union tabled amendments on Articles 2.2 and 3.4, respectively. The Union has articulated its apprehension regarding the erosion of bargaining unit positions and work that is currently and has been traditionally performed by members of the bargaining unit as outlined in the collective agreements.

The Union raised concerns about permanent positions going vacant through attrition, the use of overtime in certain locations, the use of employees from other bargaining units in places they have not normally done that work, and the overall reduction in the size of the bargaining unit over time.

The Company acknowledged the concerns raised by the Union and clarified that it does not intend to intentionally undermine the Unifor Council 4000 Bargaining Unit. Modifications to the workforce have been primarily driven by economic and business factors, including fluctuating volumes, or changes of a technological, operational or organizational nature.

Furthermore, since on-going dialogue is required about the appropriate staffing levels at Symington for positions governed by Agreement 5.1, the Company commits to hold a follow up meeting within 30 days of ratification with the President of Council 4000 and the Regional Representative to review Unifor 5.1 staffing levels at Symington in conjunction with available data on train volumes, scheduling and overtime hours. The Company commits to full transparency during these discussions and will provide full disclosure with respect to these matters.

Additionally, the parties agree to review these matters at the scheduled Labour Management meetings or on an as needed basis. In the event similar issues arise at other locations they will also be brought forward to the Labour Management Meeting for resolution.

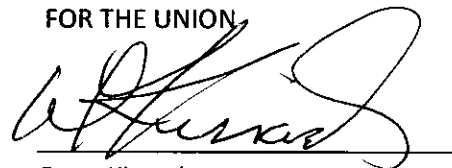
If all of the above accurately reflects our discussions, please sign to indicate your concurrence.

FOR CANADIAN NATIONAL RAILWAY



Melanie Martens
Director, Labour Relations
CN

FOR THE UNION



Dave Kissack
National President
Unifor Council 4000

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

Crew Management Spare Board Agreement

Memorandum of Agreement between Canadian National Railway and Unifor in the establishment of a spare board for the Crew Management Centre in Edmonton, Alberta.

The intention of this spare board is to provide coverage for vacancies of less than five (5) days in addition to coverage for workload surges. This Agreement cancels and supersedes any previous Spare Board Agreement for the Crew Management Centre in Edmonton.

1. GENERAL

1.01 This Agreement is established under the terms of Article 7 of Collective Agreement 5.1.

1.02 Except as provided herein, Collective Agreement 5.1 shall apply.

1.03 Article 12.7 vacancies known to exist less than five (5) shifts (exclusive of vacation relief) will be filled by the spare board. An Article 12.7 vacancy within the Crew Management Centre is defined as a known vacancy of five (5) working days or more.

1.04 All spare board positions will be considered as regular assignments and are subject to all conditions pursuant to Agreement 5.1, except as otherwise specified within this Agreement. Employees who occupy the spare board must be qualified Crew Dispatchers.

1.05 All temporary vacancies assigned to cover permanent spare board positions, and/or to add additional spare board employees to protect operational requirements, will be considered as vacancies of 45 working days or less, and will be fitted in accordance with Article 12.7 of Agreement 5.1. Pursuant to Article 12.7, spare board employees will be required to remain on such assignments until its completion. Once an Article 12.7 is completed (maximum of 45 working days), employees may release themselves and return to their permanent position, or, may place to open Article 12.7 vacancy. For those employees unable to hold a permanent position, such employees must first place to an Article 12.6 (or may place to an available open Article 12.7), or failing sufficient seniority to hold an Article 12.6, employees may place on either a closed or open Article 12.7.

****NOTE:**

a.) The date a spare board position becomes a temporary vacancy will be indicated on records made available for spare board employees to view, and will show the expiration date that such 45 calendar day duration will be completed. The 45 day duration period will be reset with each vacancy created.

b.) Employees recalled from layoff will be recalled to Article 12.7 vacancies or assignments on the Crew Management Centre Spare Board pursuant to Clause 4.02 of this Agreement, or may place on an open Article 12.7 vacancy.

1.06 Spare board positions will have two (2) assigned consecutive rest days and the work week shall consist of five (5) consecutive days commencing at 05:00 immediately following the second rest day of the position. Assigned rest days will be determined by the assignment that the employee holds. Assigned rest days will commence effective 00:01 on the day of the start of the two consecutive rest days.

Employees called for a 23:30 vacancy preceding their rest days, will be required to complete the shift. Spare board employees will protect vacancies for an eight (8) hour duration. The eight-hour assignments will be coincident with the normal shift times within the Crew Management Centre where practicable. Spare board assigned rest days are as currently established and a list will be provided to the union of the number of positions and the coordinating rest days.

Employees on their assigned rest day will continue to rotate through the spare board as if they were available, however, their name will be shown in 'red' on the CMC Staff Sheet to indicate they are unavailable for a call. (i.e.: If an employee is fourth out at the beginning of his/her rest day, they will move up the spare board until they reach first out status where they will remain until they become available for duty at 05:00 hours immediately following their rest day. Employees will be subject to duty 48 hours after the completion of their tour of duty preceding their rest days. This does not apply when an employee elects to work overtime into their rest day.

1.07 Spare board employees when available at pro-rata rates of pay, will perform all relief and extra work as assigned by the Company, subject to possessing sufficient qualifications. The Company will be responsible to determine which positions will be filled.

1.08 When two or more employees are required for assignments having the same starting time, the employee first out will be given the choice of assignments provided there are other qualified employees available on the spare board, and provided that no overtime will be incurred. *(i.e. two vacancies are required to be filled, one as a Crew Dispatcher and one as a 746 Crew Dispatcher. The available spare board employee first out is the only qualified 746 Crew Dispatcher. In this instance, this employee would not be entitled to a choice in that no other employees are available or qualified as a 746 Crew Dispatcher.)*

1.09 The utilization of spare board employees not qualified to fill an open assignment on a shift basis may necessitate the re-assignment of the junior qualified employee working within the Crew Management Centre to fill the open shift. This would allow the spare board employee to fill in behind to cover the vacancy created by the re-assignment of the junior qualified employee. This is intended to apply on a shift by shift basis, and is not intended to accommodate vacancies in excess of one shift. In the instance of re-assignment to accommodate more than one (1) shift, Article 12.11 of Agreement 5.1 will apply.

1.10 Should an employee first out to be called not have the necessary qualifications for the position to be filled, that employee will retain their standing on the spare board and the first qualified spare board employee who is available will be called.

1.11 Spare board employees who have accumulated forty (40) hours in their work week will not be called when other qualified spare board employees have not attained forty (40) hours in their work week are available.

2. SPARE BOARD OPERATION

2.01 Spare board employees will register their preferred point of telephone contact and will be called providing two (2) hours advance notice of the starting time of the applicable assignment. The spare board employee first out will be allowed a ten (10) minute response period. It is understood that this may result in less than two (2) hours notification to subsequent spare board employees in the event the first employee does not respond. Spare board employees are required to be available and subject to a call

thirty (30) minutes commencing two (2) hours prior to the normal starting times of the three shifts in effect within the Crew Management Centre.

2.02 Employees on the spare board will be called on a first-in, first-out basis.

2.03 When called for regular assignments, spare board employees called for duty outside of the thirty (30) minute call window pursuant to Clause 2.01 of this Agreement, will not be subject to any spare board penalties or reduction in their Spare Board Guarantee if they are unable to accept a call. Such employees will maintain their standing on the spare board. This does not include "emergency assignments" pursuant to Clause 3.02 of this Agreement. In these instances, employees will be subject to the applicable penalties outlined in this Agreement if unable to accept a call, in addition to a reduction to the Spare Board Guarantee, however, only if those employees are actually contacted.

2.04 Notwithstanding the provisions of Clause 1.06 of this Agreement, spare board employees called to protect late or unexpected vacancies (A.S.A.P. calls) on normal regular assignments within the Crew Management Centre, and who report within two (2) hours commencement of the starting time of the assignment, will be released at the completion of the regular assigned shift for which they were called (employee's off duty time shown would be completion of the regular assignment). Such employees will be paid for eight (8) hours and will maintain their rotation on the spare board. The only exception to this Clause is for those employees who are called or report for duty after (2) hours commencement of the assignment for which called, whereby they will conform to the provisions of Clause 1.06, or may be released earlier at the discretion of the Company (employee's off duty time shown in this instance would be the actual time the employee was released from duty). It is understood that any vacancies which arise in this nature will be filled as soon as the vacancy occurs.

2.05 Spare board employees must have a minimum eight (8) hours off between tours of duty. Spare board employees may request up to twelve (12) hours rest, providing they have not had more than eight (8) hours off duty in the previous 24-hour period, without affecting their Spare Board Guarantee. This request must be made at or before going off duty, must be in whole hours, and once requested will not be subject to change.

2.06 Intentionally left blank.

2.07 Employees who currently own a permanent or temporary assignment on the spare board;

- a. returning from a temporary vacancy; or,
- b. returning from an authorized leave of absence; or,
- c. returning from vacation; or,
- d. returning from training

will place on their assigned position and have their names placed on the bottom of the spare board at the time of their notification of their availability to work.

2.08 Employees who place/displace on the spare board (excluding those who already own a permanent job on the spare board);

- a. from displacement off a permanent position; or,
- b. returning from a temporary vacancy; or,

- c. returning from an authorized leave of absence; or,
- d. returning from vacation; or, returning from training; or,
- e. being added to the spare board roster

will have their choice of permanent spare board positions to place on for which their seniority entitles them, pursuant with Article 13 of Agreement 5.1, and will have their names placed on the bottom of the spare board upon providing notification of their availability to work.

2.09 Employees who vacate a spare board position to another temporary vacancy from off the spare board, will continue to be shown on the spare board on the date they vacated the assignment, with "TV" shown beside their name in the "TIME CALLED" column until such time they actually work the new temporary vacancy (this to apply only on the day they vacated the spare board). Employees who vacate the spare board to another temporary vacancy and are later displaced the same day without working the new temporary vacancy, must immediately return to their previous position on the spare board, occupying the same position and standing as when they vacated the spare board.

2.10 Spare board employees on authorized leave of absence must be off the spare board for at least one shift (8 hours), and will be called behind those employees accepting a call for the missed shift(s).

3. CALLING OF EXTRA ASSIGNMENTS

3.01 Pursuant with Clause 1.06 and 2.04 of this Agreement, extra assignments (not required as a result of emergency situations) are to be ordered coincident with the normal shift times within the Crew Management Centre. Every effort will be made to show extra assignments ordered at least four (4) hours prior to the commencement of the shift required. Extra assignments should not be ordered for the 23:30 shift, however, only if operational requirements warrant such.

3.02 Spare board employees called to protect unexpected or emergency assignments (late or A.S.A.P. calls not coincident with normal shift times) will conform to the provisions of Clause 1.06 of this Agreement, or may be released earlier at the discretion of the Company.

4. ADJUSTMENTS TO THE NUMBER OF SPARE BOARD PERSONNEL

4.01 Effective with the implementation of this Agreement, the spare board will be staffed with six (6) permanent assigned positions pursuant to Article 12.1 of Agreement 5.1. Subject to service requirements, the number of spare board employees will be regulated by the Company with a maximum of ten (10) permanent positions. The number of spare board positions in effect will take into consideration the avoidance of excessive overtime and/or payments of unearned Spare Board Guarantees. Adjustments to the spare board will be regulated in accordance with Clauses 4.02 and 4.03 of this Agreement. In the event that a permanent desk position is vacant, the junior employee holding any spareboard position may be forced to occupy that vacant desk on a temporary basis. A discussion will be held with the Regional Representative to ensure coverage of regular assignments is prioritized.

4.02 Adjustments to the number of temporary spare board personnel will be made by the Company when deemed necessary. The Local Chairperson will be advised. Employees recalled from lay off to the spare board will be guaranteed forty (40) hours wages from the time of recall before being released (or

laid off) from the spare board. The Spare Board Guarantee will be pro-rated for any shifts the employee was unavailable pursuant to Clauses 5 and 7 of this Agreement.

4.03 Reductions to the number of permanent employees on the spare board will be made when necessary and employees will be advised as outlined in Article 13.2. The National/Regional Representative and the Local Chairperson will be advised. Should it become necessary to reduce the number of permanent employees on the spare board, the Company will meet with the National/Regional Representative and the Local Chairperson pursuant to Article 8.4 of the Employment Security and Income Maintenance Agreement (ESIMA) a minimum of two weeks (14 days) prior to the notification of the affected employees as described above, to determine which positions should be reduced and to minimize adverse affects on affected employees. If any of the permanent employees adversely affected by a permanent spare board reduction will be governed by the provisions of the ESIMA, and likewise, afforded the benefits of the ESIMA exclusive of the notice period

5. SPARE BOARD GUARANTEE

5.01 Spare board employees who remain available for duty for their entire work week described in Clause 1.06 of this Agreement, and do not have the opportunity to achieve five (5) working shifts, will be entitled to a guarantee equal to five (5) shifts, or forty (40) hours at Level 'I' rate of pay, pursuant to Appendix 'X' of Agreement 5.1. The Spare Board Guarantee will not be reduced for those employees who comply with Clause 2.05 of this Agreement.

5.02 Spare board employees notified that they are not required to protect on a General Holiday will have the number of shifts required for the guarantee reduced for each such General Holiday.

5.03 During each spare board work week, for any calendar day or portion thereof that a spare board employee makes themselves unavailable, the Spare Board Guarantee will be reduced by eight (8) hours for that work week. If a spareboard employee makes themselves unavailable for a second calendar day or portion thereof there will be no entitlement to a Spare Board Guarantee for that week.

5.04 For a single missed call on the spare board, employees will have their Spare Board Guarantee reduced by 8 hours for that week. For a second missed call in a week there will be no Spare Board Guarantee for that week.

5.05 Employees added to, or who place themselves immediately on the spare board at a time other than the beginning of the spare board work week as specified in Clause 1.06 of this Agreement, will have their Spare Board Guarantee prorated by eight (8) hours payment for each shift worked while on other assignments (including rest days) since the commencement of the spare board work week, and/or eight (8) hours for each calendar day that they are unavailable. *(i.e. At 08:00 on Friday, an employee places on a spare board position with Sunday-Monday as an assigned rest day. Their new work week on the spare board is now Tuesday to Sunday. Since Tuesday, this employee has worked 8 hours on both Wednesday and Thursday on another assignment, with Tuesday being their former rest day. As such, 24 hours is reduced from their guarantee, now allowing for a 16 hour guarantee out of the possible 40 hour. Since occupying the spare board on Friday, the employee was called to work for only one shift [guarantee reduced to 8 hours]. As such, this employee would be entitled to a Spare Board Guarantee of one shift, or 8 hours payment.)*

5.06 The Spare Board Guarantee will be prorated to reflect a reduction in the number of shifts required, equal to the number of authorized paid days received for such non-productive time claims as bereavement leave, annual vacation and Weekly Indemnity Benefits.

6. OVERTIME

6.01 Notwithstanding the provisions of the Canada Labour Code, employees assigned to the spare board and;

1. required to protect work in excess of eight (8) consecutive hours, or;
2. required to commence work on a second tour of duty within a twenty four (24) hour period, without an interval of sixteen (16) hours or more between the completion of work on a previously assigned shift and the time required to report for duty on a subsequent assignment.

will be paid for time worked in excess of eight (8) hours, or for the second tour of duty at punitive rates.

2. Spareboard employees will not be entitled to register for overtime until forty (40) hours of service has been accumulated at pro-rata rates during their work week, except as provided in Clause 6.03 and 6.04 of this Agreement, and except as otherwise provided by the Crew Management Centre Staff Administration and Overtime Agreement.
3. Spare board employees are entitled to register for overtime on their assigned rest day or on a General Holiday providing it does not interfere with the protection of their regular spare board rotation. Except as otherwise provided, the provisions of the Crew Management Centre Staff Administration and Overtime Agreement shall apply. Spare board employees who are called for overtime on their assigned rest day will maintain their standing on the spare board. Spare board employees who protect an assignment at punitive rates on the last shift of their assigned spare board rest day may be required to respond for a call for the 07:30 shift the following morning at the commencement of their scheduled spare board work week, notwithstanding the provisions of Clause 2.05 of this Agreement.
4. Spare board employees who work overtime on their assigned spare board rest day will be paid at time and one half the applicable rate of pay for the assignment they are working. The provisions of the Crew Management Centre Staff Administration and Overtime Agreement shall apply.

6.05 In accordance with the provisions of the Crew Management Centre staff administration and Overtime Agreement and notwithstanding clause 6.02 & 6.03 of this Agreement, spare board employees who are called for overtime during their assigned work week, who have yet to attain forty (40) hours of work during their work week, will have their turn dropped to the bottom of the spare board upon accepting a call for overtime. The Spare board Guarantee will not be prorated as a result of calls for overtime opportunities.

7. PENALTIES

7.01 Spare board employees unavailable or not responding when called will have their name immediately dropped to the bottom of the spare board rotation, placed behind those employees who

respond to calls having the same starting times, and will be subject to the terms described in Clause 5 of this Agreement (Spare Board Guarantee).

7.02 Spare board employees who make themselves unavailable for any reason prior to the next available shift will have their names held off the spare board until completion of that shift. *(i.e. Employee calls in sick at 21:05 and then shows himself/herself available at 23:05, this person will be held off the spare board until 05:30 the following morning.)*

****Note:** In the event that no other employees are available at pro-rata rates, employees considered to be "held off" may be called at pro-rata rates.

8. GENERAL HOLIDAYS

8.01 Spare board employees required to protect on a General Holiday will be notified pursuant to Article 8.7 of Agreement 5.1. Employees required to protect on a General Holiday will be paid at punitive rate of pay for each shift worked on the General Holiday, in addition to eight (8) hours pay at pro-rata rate of pay for the General Holiday. During the day of the General Holiday, employees who remained available, however, not used, will be paid at punitive rate of pay for the first shift worked after the General Holiday. Punitive rates paid as a result of working the General Holiday will not apply against the calculation of the guarantee for spare board employees.

8.02 Spare board employees not required to protect on a General Holiday will be paid eight (8) hours pay at Crew Dispatcher pro-rata rate of pay for the General Holiday. Employees will have the number of shifts required for the Spare board Guarantee reduced for each such General Holiday. The number of shifts obligated to work during the work week of a General Holiday is reduced by the number of such days.

Spare board employees may make themselves available for overtime pursuant to Clause 6.03 of this Agreement and the Crew Management Centre Staff Administration and Overtime Agreement for the three (3) shifts of the General Holiday. Spare board employees will be eligible for overtime in normal seniority order. It is understood that spare board employees who accept overtime assignments on a General Holiday, will be required to be available for their regular assigned spare board hours effective with the first shift they are assigned to protect, following the General Holiday at pro-rata rates.

8.03 Spare board employees on their assigned spare board rest day that the spare board is not required to protect on a General Holiday, those employees will be shown canceled for the entire day following their assigned spare board rest day, and will not be required to protect on the spare board that day. Employees whose assigned rest day falls on a General Holiday, and the spare board (or such position) is not canceled for such General Holiday, will be paid at punitive rate of pay for their first shift worked following the General Holiday, or their assigned spare board rest day. If an employee should be unavailable for the immediate shift they are required to protect, such employees will not be eligible to punitive rates.

9. VACATION

9.01 Spare board Employees are scheduled vacation pursuant to Article 9 of Agreement 5.1 and the Crew Management Centre Vacation Agreement. Notwithstanding the provisions of the CMC Vacation Agreement, employees will commence their vacation on the first shift immediately following their second assigned rest day pursuant to Clause 1.06 of this Agreement. Employees will be entitled to two (2) rest

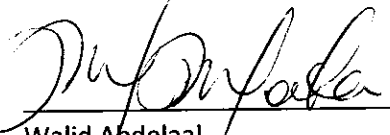
days during their assigned vacation. (I.e. A spare board employee is scheduled for two (2) weeks vacation, and occupies a spare board position with Thursday-Friday rest days. This employee commences their vacation on Saturday and is paid five (5) consecutive days vacation until the following Wednesday. The employee is considered on days off on Thursday and Friday, and commences the second week of vacation on Saturday. This scenario continues for the second week, and the employee would return to work, showing available on the spare board effective 05:00 hours on Saturday.) While on vacation, an employee's entitlement to the Spare Board Guarantee will be applied in accordance with Clause 5.05 of this Agreement.

10. DURATION OF AGREEMENT


10.01 This Memorandum of Agreement is without precedent and prejudice and subject to cancellation upon 30 days written notification by either signatory party from the Company and the Union. Both parties agree to meet prior to invoking this Clause.

Signed at Montreal, Quebec on this 27th day of November 2024.

For the Company:

for: 
Walid Abdelaal
Director
Crew Management Centre

For the Union:


Ryan Mills
Regional Representative
Unifor National Council 4000

for: 
Ross MacKenzie
Sr. Manager
Crew Management Centre


Pete Turland
Local Chairperson
Unifor Local 4001

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

November 15, 2024

Dave Kissack
National President, Council 4000
Unifor

Dear Mr. Kissack,

During the 2024 round of collective bargaining the Union raised concerns regarding the cessation of benefits when employees are held out of service pending investigation.

After discussions, the Company acknowledges the existence and precedence of CROA 4040, regarding this matter.

The parties agree that if a situation arises where the principles of CROA 4040 are not followed, it should be promptly brought to the attention of local Management and the Labour Relations Manager to be addressed.

This letter will be in place for the life of the collective agreement.

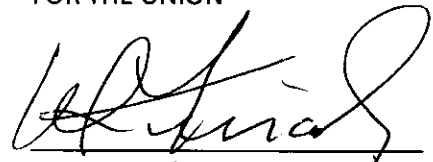
None of the above is intended to change or limit the application of existing collective agreement provisions.

FOR CANADIAN NATIONAL RAILWAY



Melanie Martens
Director, Labour Relations
CN

FOR THE UNION



Dave Kissack
National President
Unifor Council 4000

This letter will not form part of the Collective Agreement

November 15, 2024

Mr. Dave Kissack
President, Unifor Council 4000

Dear Mr. Kissack,

During the 2024 round of collective bargaining the Union raised concerns about unfilled vacancies. The parties discussed the challenges involved and the need for greater communication.

It was agreed that meetings should occur at the Regional level, at the request of either the Regional Representative or the appropriate management representative, to ensure transparency and dialogue on these issues.

At these meetings information will be shared around staffing levels, hiring targets, and the business and operational requirements behind decisions regarding vacant positions. Management will endeavor to notify the Regional representative when decisions are made to not fill vacant positions.

None of the above is intended to limit management rights concerning staffing requirements and the organization of work.

This letter of understanding will be in force for the life of the collective agreement and it may be cancelled by either party with 30 days' notice. Before cancelling, the parties will meet with the President of Council 4000 to discuss the reasons for cancellation.

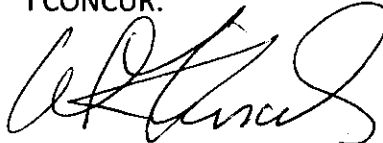
If you concur, please acknowledge below.

Yours truly,



Melanie Martens
Director, Labour Relations

I CONCUR:



Dave Kissack
President, Unifor Council 4000

THIS LETTER WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT

November 15, 2024

Dave Kissack
President, Council 4000
Unifor

Dear Mr. Kissack,

During the 2024 round of collective bargaining the Union raised concerns about the investigation procedure. Specifically, that the time provided to review evidence at the start of a formal investigation hearing is inadequate in certain circumstances.

The Company acknowledged the Union's concern and agreed that sufficient time must be given for the employee and their authorized representative to prepare for the hearing.

The Company further agreed that when the volume of evidence is significant, evidence may be provided in advance of the hearing to facilitate the process and avoid delays on the day of the hearing.

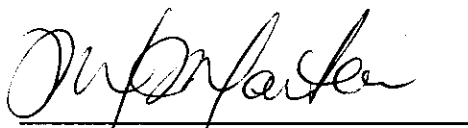
Going forward, this may be done on a case-by-case basis at management discretion, and in a format the investigating officer deems appropriate (via email or on paper). In such cases, evidence will be provided only to the duly authorized representative, who is expected to keep this information confidential. Audio and video recordings are excluded from this process; recordings will still be subject to a disclaimer and will be viewed at the start of the hearing.

For clarity, providing evidence in advance will not prevent the investigating officer from introducing additional evidence at the start of the hearing when necessary; additional time will be provided to review such evidence.

This letter will be in place for the life of the collective agreement.

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

FOR CANADIAN NATIONAL RAILWAY



Melanie Martens
Director, Labour Relations
CN

FOR THE UNION



Dave Kissack
President
Unifor Council 4000

This letter shall not form part of the Collective Agreement

December 5, 2024

Melanie Martens
Director Labour Relations
Canadian National Railway Co.

Re: Joint Review of the Unifor CN Benefit Plan

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

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

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

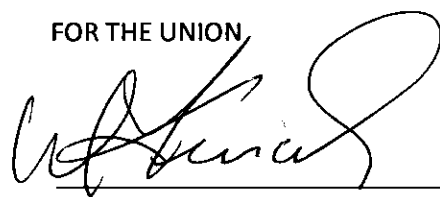
Please signify your concurrence with the above by signing in the space provided below.

FOR CANADIAN NATIONAL RAILWAY



Melanie Martens
Director, Labour Relations
CN

FOR THE UNION



Dave Kissack
President
Unifor Council 4000

This letter shall not form part of the Collective Agreement

The National Day for Truth and Reconciliation

December 8, 2024

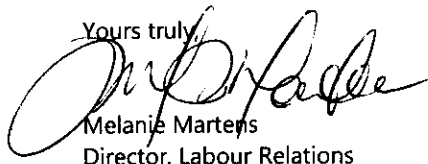
Dave Kissack
President
Unifor National Council 4000

Dear Mr. Kissack,

This letter confirms of discussions concerning General Holidays and The National Day for Truth and Reconciliation (September 30).

It is understood that, although National Day for Truth and Reconciliation is not referenced in Collective Agreements 5.1 and the Supplemental Agreement, employees governed by these agreements will continue to be entitled to this General Holiday with pay in accordance with the applicable provisions of the Canada Labour Code.

Yours truly,



Melanie Martens
Director, Labour Relations

This letter will not form part of the Collective Agreement

December 8, 2024

Mr. Bruce Snow
Assistant to the National Officers
Unifor Council 4000 & Unifor Local 100

Dear Mr. Snow,

The purpose of this letter is to confirm that CN has extended the term of the consent policy applicable to unionized CN Pension Plan members until December 31, 2028. This means that if an employee reaches 55 years and 85 points and retires from CN before the end of 2028, the employee will have access to an unreduced pension payable from the CN Pension Plan.

Yours truly,



Stephanie McGuire
Senior Director, Labour Relations