

RETURN TO WORK AGREEMENT  
("Agreement")

BETWEEN:

TEAMSTERS CANADA RAIL CONFERENCE

The Union

- and -

CANADIAN NATIONAL RAILWAY COMPANY

The Company

*Referred collectively as "the Parties"*

**WHEREAS** a legal strike commenced at CN Rail on November 19, 2019;

**AND WHEREAS** the Company and the Union wish set rules to re-establish normal labour relations;

**AND WHEREAS** the Company and the Union wish to set rules to re-establish an orderly return to work;

**THEREFORE** the parties agree to the following:

1. The parties agree to an orderly return to work of the employees on Wednesday, November 27, 2019 effective at **06:00 local start time in each location**, and recognizing the employees must report to work fit and well rested, the parties agree that information as to their expected time of call, or their expected on duty time, must be made available to the employees in advance so they can properly prepare for their return to work.
2. Employees who report themselves as sufficiently rested and available may accept a call or report for duty anytime at or after 14:00 November 26, 2019 for road service or their regular assignment in yard service.
3. The terms of the Article(s) in each Collective Agreement governing Investigations, Grievance Procedure and Arbitration will be deemed to have been protected throughout the strike period. The parties further agree to notify the Canadian Railway Office of Arbitration accordingly.

4. The Company agrees that it will not take any discriminatory or disciplinary action for normal activities on the part of employees where they are related directly or indirectly to the strike. Normal activities do not include property damage, physical confrontations, or violence.
5. All members of the bargaining units shall be returned to work on the same terms and conditions that applied to each member respectively prior to the commencement of the strike;
6. All employees will resume their assignment at their next scheduled start time subsequent to 06:00 EST November 27, 2019. No employee will be required to report for less than their regular full shift.
7. Employees will be provided with accurate information as to their time of call, or their on-duty time and location to return to work. Unassigned operating Employees will receive a standard call after the effective time on November 27, 2019. All Operating employees in assigned service will resume their assignment at the next scheduled starting time following 06:00 local time in each location. A message detailing this will also be sent by broadcast message on CATS, with Employee access restored and posted in bulletin books at all home terminals
8. All members of the above-mentioned bargaining unit shall have the strike period recognized as time worked so that benefits and entitlements accrue without interruption including but not limited to vacation entitlements, sick leave credits, seniority and calculation of qualification of Long Term Disability. This does not include pensionable service.
9. The annual vacation schedule will continue uninterrupted with all scheduled annual vacation taking affect at the times and dates as posted prior to the strike. Annual vacation as scheduled prior to the strike, including the period of time during the strike, will be in effect and paid to the affected employees.
10. Authorized Leave of Absence, banked time or authorized compassionate absences agreed to in advance of the strike will continue to be recognized as scheduled.
11. The Parties agree that any issues arising from the interpretation and implementation of this Agreement that cannot be resolved between the parties may be referred to CROA and DR on an expedited basis.
12. The Company will arrange to withdraw, without costs all actions, applications, claims, civil litigation, injunctive relief, statements of claim and

other court matters as against the Union and its members arising out of and in connection with the legal strike. There shall be no costs to either party or as against any individual in connection with any of the actions required in this paragraph. The parties waive costs already ordered to be paid, if any..

13. There shall be no statements commenced or any discipline issued in connection with any normal activities since the legal strike commenced against any member for any allegations of misconduct in connection with such, if any.
14. No further actions or legal action shall be commenced against the Union or its members as a result of any matter normal activities in connection with the legal strike.

Dated at the City of Montreal this 26th day of November 2019.

FOR THE UNION

FOR THE COMPANY

