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**GUIDE FOR CONTRACTORS AND SUPPLIERS
ENVIRONMENTAL PROTECTION, HEALTH AND SAFETY
FOR
Canadian National Railway**

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1 INTRODUCTION

1.1 Purpose

To ensure that work carried out by all contractors/sub-contractors is conducted in a safe manner, in accordance with all applicable legislation and directives issues by CN Rail.

1.2 Scope

This guide is applicable to all facilities and operations within Canada and the USA.

1.3 List of Primary References

1.3.1 Government Documents

1. Canada Labour Code, Part II
2. Canada Occupational Health and Safety Regulations
3. On Board Trains Occupational Health and Safety Regulations
4. Canadian Rail Operating Rules (CROR)
5. Canadian Transportation of Dangerous Goods
6. Applicable Provincial Occupational Health and Safety Act (refer to the jurisdiction the work is being performed)
7. Applicable Provincial Occupational Health and Safety Regulations (refer to the jurisdiction the work is being performed)
8. OHSA
9. ANSI
10. USOR
11. OTS

1.3.2 Non-Government Documents

1. CN General Operating Instructions (GOI) sections 1 to 9
2. CN Fire Safety Standard
3. CN Personal Protective Equipment Standard
4. CN Fall Protection Standard
5. CN Confined Space Standard
6. CN Asbestos exposure management program
7. CN First Aid Standard
8. CN Guidelines on the usage of stepladders
9. CN Environmental Management Program and SOPs

10. CN Workplace Violence Prevention Policy
11. CN Harassment Policy
12. CN Health and Safety Policy
13. CN Environmental Policy
14. CN Hearing Protection Policy
15. CN Engineering Policy and Procedures- Lock-out/ Tag-out
16. CN Policy on Use of Electronic Communication Devices
17. CSA Standard B167.08 Overhead travelling cranes-Design, inspection, testing, maintenance, and safe operation
18. CSA Standard B354.1-04 Portable Elevating Work Platforms
19. CSA Standard S269.2 Access Scaffolding for Construction Purposes
20. CSA Standard Z11.12 Portable Ladders
21. CSA Standard Z94.1 Industrial Protective Headwear
22. CSA Standard Z94.2 Hearing Protective Devices
23. CSA Standard Z94.3 Protective Eyewear
24. CSA Standard Z94.4 Selection, Care and Use of Respirators
25. CSA Standard Z96.15 High Visibility Apparel
26. CSA Standard Z195-02 Protective Footwear
27. CSA Standard W117.2 Safety in Welding, Cutting and Allied Processes
28. CSA Standard Z460.13 Control of Hazardous Energy- Lockout and other Methods
29. CSA Standard Z462.15 Workplace Electrical Safety
30. ASTM F2413 Standard for Protective Footwear
31. NFPA 70 Electrical Code

2 CN RAIL HSE CONTRACTOR PROGRAM DESCRIPTION

Welcome to Canadian National Railway.

This guide was prepared with you in mind and describes certain rules you must follow in order to ensure that work is conducted safely and with respect for the environment at our CN Railway sites. These rules are an integral part of the work you have to do at our sites and observing them is a priority for CN.

Health, Safety and Environmental protection are important elements and we do not make any compromises. Therefore, CN Railway reserves the right to take corrective action, and will take all necessary steps to protect the health and safety of our employees and our Contractors.

The preventive measures outlined in this guide, as well as all CN Railway Health, Safety, Environment, and fire prevention procedures are an integral part of all contracts. Therefore, any contractor and its employees that agree to do work must observe CN Railway's preventive rules, as well as the laws governing health, safety and environmental protection in Canada and the USA.

Any contractor or supplier that fails to comply with established procedures may be held liable for any damage sustained and will be required to rectify the situation at its own expense in accordance with CN Railway's instructions.

In this guide, the term "work site", designates all repair, installation and moving work, along with equipment, process or machine maintenance, performed by a contractor, regardless of its duration, where one of the following risks (without however being limited to this) is present and must be controlled: lockout/tag out; confined spaces; work involving heights; live electrical work; excavation; emission of contaminants; use, application and handling of hazardous materials; installation of machines; moving of heavy loads; etc.

For more information or clarification of this manual, please contact the CN Railway Representative assigned to your contract.

3 CN RAIL HEALTH, SAFETY AND ENVIRONMENTAL POLICIES

3.1 CN Railway Health and Safety Policy

Safety is a core value at CN. The company strives to safeguard our employees and assets, our customers' goods, our neighboring communities, and the environment at all times. CN is dedicated to providing the leadership, organization, training and resources necessary to help achieve its goal of being the safest Class1 railroad in North America through a continual focus on:

A Strong Safety Culture

Where every employee is committed to their personal safety, to looking out for each other, and to safely operating through the communities we serve.

A Safe Work Environment

Where safely conducting all operations is the top priority, regardless of the nature, importance or urgency of the job.

Safe Work Practices and Training

That ensure employees have the necessary tools and training to work safely.

CN uses a wide variety of processes and initiatives to maintain a safe workplace. This includes our Safety Management System, a formal framework for integrating safety into day-to-day railway operations, which applies to all company employees and also governs CN's relationship with contractors and other stakeholders while on CN property.

CN cooperates and engages with regulatory agencies. It complies with all applicable regulations to maintain a safe, secure and healthy workplace.

All employees are responsible for complying with all company safety policies, rules and procedures.

3.2 CN Railway Environmental Policy

CN is committed to building a sustainable future by conducting our operations with minimal environmental impact and providing cleaner, more sustainable transportation services to our customers. Our strategy is focused on continual improvement, ensuring that environmental performance is firmly embedded in CN culture.

CN's Environmental Policy is implemented by:

DRIVING ENVIRONMENTAL PERFORMANCE

- Leveraging CN's Environmental Management System (EMS) to deliver training to its employees to ensure compliance with regulations, internal policies and best management practices.

- Pursuing continuous improvement by setting objectives and measurable targets, auditing performance and conducting annual environmental reviews.
- Endorsing a culture of innovation to enable CN to become an industry leader in environmental practices.

PROTECTING LAND AND BIODIVERSITY

- Creating a network strategy that prioritizes habitat preservation where feasible or establishes offsetting compensatory programs.
- Managing the quality of our water discharges to protect water resources, aquatic species and their surrounding ecosystems.
- Focusing on preventative maintenance, spill prevention and emergency preparedness to reduce the need for emergency response and limit any potential impacts.
- Addressing CN's impacts in a sustainable way while striving to incorporate habitat and community enhancements.

ENERGY EFFICIENCY AND WASTE MANAGEMENT

- Reducing air emissions and improving energy management by operating efficiently and broadening our environmental commitment to all aspects of our business including rail, non-rail and yard operations.
- Limiting waste at source by pursuing greener procurement options and improved waste management at our facilities and through comprehensive reuse and recycling programs across our network.
- Designing and maintaining CN infrastructure and equipment to maximize its operating life.

ENGAGING STAKEHOLDERS AND ABORIGINAL COMMUNITIES

- Engaging employees, communities and customers with our EcoConnexions programs, which support CN achieving its environmental objectives.
- Building respectful and lasting relationships and proactively engaging with Aboriginal communities and stakeholders, including governments, customers and communities, who affect or may be affected by the environmental impacts of our business to develop mutually beneficial opportunities and solutions.
- Sharing our environmental commitment and efforts to CN stakeholders and Aboriginal communities.

4 ROLES AND RESPONSIBILITIES

CN employees providing contractor oversight are responsible for periodically validating that each contractor has completed the eRailsafe process, hold a valid CROR rules qualification card (if working on or near the tracks), has completed the online Contractor Orientation and has a current right of entry agreement with CN. CN employees can verify contractor status through the “Search for Vendor” link on CN’s eRailsafe homepage:

<http://inet.cn.ca/sites/Operations/en/Safety/eRailsafe/>

Potential consequences of CN contractor non-compliance with the eRailsafe process, safe work procedures, CN policies, guidelines, regulatory requirements, etc., include:

1. Temporary stoppage of work;
2. Suspension of contractor employee at fault;
3. Closure of worksite until situation has been rectified;
4. Removal of the contractor from the worksite, cancellation of the contract and related legal remedies.

4.1 CN Rail Representative assigned to the contract

The role of the CN Rail Representative assigned to the Contract, is to make sure contractors and service suppliers do their work in accordance with specifications, are certified, properly trained and well equipped to complete the work. This CN Representative is to be determined and established prior to any work being conducted.

He or She is the individual who serves as liaison between the contractor’s supervisor and CN Railway or may be a member of the CN Rail Management responsible for the working department the work is being conducted within. He or She must meet with the supervisors from the sector where the work will be done in order to inform them about specific safety measures.

Although only the CN Rail Representative Assigned to the Contract can provide you with instructions concerning your work, any CN Railway employee are allowed to stop you if your work is endangering the plant, operations, people or facilities. In the event that work has been stopped for these reasons, the CN Railway Representative Assigned to the Contract and the respective CN Railway Safety Department must be notified immediately.

4.2 CN Railway Safety Departments

The respective Safety Department (Engineering, Mechanical, Transportation or Corporate Systems) serve as a resource for information, guidance on the application of applicable laws and rules, audits for compliance to applicable laws and rules, and inspects work places for compliance to all health, safety and environmental laws/rules.

Duties include but are not limited to:

- a. Source and supply applicable legislation and corporate rules and laws;
- b. Audit for conformance and compliance to legislation and CN Rail corporate standards;
- c. Periodic inspections of work places;
- d. Enforce legislative and CN Rail standards and rules;
- e. Act as a resource to both CN Rail employees and contractors;
- f. Collect contractor accident, incident, near miss reports and provide information to CN Rail management as required. Participate in incident investigations and assist as required.

4.3 Contractors/Sub-contractors

A Contractor/Sub-contractor is defined as any person who is not on the CN Rail pay role but who is assigned work by a CN Rail responsible person or a person who is assigned work by a contractor that CN Rail recognizes and authorizes. The Contractor/Sub-contractor is responsible to complete all assigned, contracted tasks or projects in accordance with the contract agreed upon and following all applicable legislation, CN Rail policies, standards and rules. Specific accountabilities include but are not limited to:

- a. Report all incident, accidents and near miss reports to the CN Rail Representative assigned to the contract no later than 24 hours after the occurrence. High risk incidents resulting in death, possible permanent disability, permanent health impacts or a serious near miss must be reported immediately. Provide all investigation reports to the CN Rail Representative assigned to the contract within 48 hours of the occurrence. High risk incident investigation reports must be submitted within 24 hours. Extensions may be granted if required by request to the CN Rail Representative assigned to the contract.
 - i. In the event of a high risk incident, the scene must remain secured and untouched until released by CN or a Government Regulator.
- b. Participate in all work place inspections and complete corrective actions as required;
- c. Conduct and participate in all applicable project pre-start up meetings;
- d. Provide CN Rail with a safe work plan (risk assessment) for all risky work with appropriate controls to be used. Some examples would be confined space, working from heights, hot work, work with hazardous materials, live electrical work (LOTO), working with multiple contractors, etc.;
- e. Develop, complete and provide all relevant permits for required work;
- f. Provide appropriate training to all its employees and supply CN Rail with applicable documentation as required. Ensure only qualified, competent persons conduct work on their behalf;

- g. Comply with all legislative requirements, CN Rail policies, standards, procedures and rules;
- h. Ensure all employees reporting to the contractor have completed and remain current in the eRailsafe requirements and CROR (if working on or near the tracks);
- i. Ensure all controlled products are approved by CN Rail to be on the CN Rail site and a current SDS is made available prior to bringing them on the site. A final removal plan may also need to be developed for any products left over from the project to ensure nothing is left behind on CN property.

4.3.1 Compliance with Government Regulations

Contractors shall follow all applicable Federal, Provincial, and Municipal Acts, Regulations, Laws and Codes, including but not limited to those related to the licensing of workers, occupational health and safety, transportation or handling of dangerous substances, inspection and certification of equipment. As CN is a federally regulated enterprise, Contractors are advised that work undertaken on CN right-of-way may be governed by Federal regulation.

The Contractor must become familiar with all applicable regulations and must ensure compliance by workers at the job site. CN representatives may issue supplementary instructions from time to time.

4.3.2 Contractor's responsibility

1. Before entering upon CN right-of-way, the Contractor must have all documentation properly executed and available for review by CN personnel at the working site. (i.e. Permits, Licenses, Contract Documents, Contractor Safety Approved identification card and/or Waivers).
2. Daily briefings must be held at every work site to review the contents of these guidelines and any unique conditions at the site relating to safety. The Contractor's responsible person at the work site must keep a record of such briefings. Work site briefings must be updated regularly as the job conditions change.
3. Unless explicitly permitted by CN, no equipment or vehicle may enter upon the operated right-of-way.
4. Unless explicitly permitted by CN, no work shall take place within thirty (30) feet of the nearest rail except in the presence of a CN Protecting Foreman or a person designated as such by CN. The CN Protecting Foreman or his/her designate is responsible to ensure the safety of trains, their crew, the public and any contractors performing work on CN property within their limits of authority. The contractor is obligated by contract to adhere to all instructions as communicated by the protecting foreman or his/her designate.
5. Contractor's personnel must not crawl under, climb over or pass through standing railway equipment.

6. Contractor's personnel must not cross a track within thirty (30) feet, of standing railway equipment.
7. CN has many power and/or communication cables buried within the CN right-of-way. The Contractor shall be sure of their location and ensure all locates for utilities and other cables have been identified prior to making any excavation, driving stakes or otherwise penetrating the ground surface. In the event of any excavation work that strikes an underground cable adjacent to CN's track, the contractor must make immediate contact with CN.
8. In accordance with CN's safety standards, Contractor's personnel must wear CN required personal protective equipment at all times while on CN right-of-way. Such equipment will include hard hats, safety glasses, reflective apparel, safety footwear. Protective footwear shall meet or exceed CSA Z195 and/or ASTM F2413, shall cover and support the ankle and have a defined heel. The defined heel must be a minimum of 9 mm (3/8 inch) and shall not exceed 25 mm (1 inch). Boots must be equipped with laces, which must be laced to the top and tied. Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists. Any specialized PPE will also be required where the work and/or the environment requires it. Example: Anti slip foot wear or Fall Protection equipment.
9. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
10. "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules, OTS or US Requirements".
11. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
12. Contractor's personnel must immediately abide by instructions from CN personnel.

4.3.3 Security

Contractor's personnel will proceed directly to the Contractor's work location. Contractor's employees must remain at their designated work site and must not wander about the property.

The Contractor shall not permit persons other than the Contractor's personnel to enter the site without the prior written authority of the CN representative to ensure their safety and ensure all applicable certifications as obtained (Contractor Orientation).

5 GENERAL RULES

5.1 General Rules Governing Personal Protective Equipment

Safety boots (must meet either CSA Z195 or ASTM F2413), high visibility clothing (minimum of class 2 and must meet CSA Z96-15 High-Visibility Safety Apparel. Only orange or yellow will be accepted on CN property), hard hats (must meet CSA Z94.1 Industrial Protective Headwear) and eye protection (must meet CSA Z94.3 Protective eyewear) must be worn at all times in maintenance areas and work sites at any CN Rail sites.

Hearing protection (must meet CSA Z94.2 Hearing Protective Devices) must be worn at all times in maintenance areas and work sites at any CN Rail sites dependent on the task being performed and noise level exposures.

Further personal protective equipment may be required dependent on the task being performed, hazardous materials and chemicals being used or location of work. This must be identified prior to work commencing.

Contractors must supply all required personal protective equipment to their employees.

5.1.1 Figure 1- common PPE Requirement Pictograms



Hearing Protection is required



Foot Protection is required



Eye Protection is required

5.1 Policy to Prevent Workplace Alcohol and Drug Problems

5.1.1 Policy standards

The Contractor, subcontractors, employees, suppliers and visitors must remain free from any adverse effects of alcohol or other drugs and conduct themselves in an appropriate manner while on CN business or premises. The Contractor must ensure that all those having access to the site adhere to the following standards when on CN business or premises, including vehicles and equipment:

1. No use, possession, distribution or sale of illegal drugs or drug paraphernalia.
2. No use, possession, distribution or sale of beverage alcohol or any form of alcohol.
3. Responsible use of prescribed and over-the-counter medications.
4. No distribution, offering or sale of prescription medications.
5. To report for duty and remain during the entire period of duty free of the negative effects of alcohol and other drugs, including the after effects of such use.
6. Although Cannabis is legal in Canada, it is strictly prohibited on all CN properties.

5.1.1.1 Consequences of violation

Failure to meet these standards will be considered a breach of the contract. This may, at CN's sole discretion, trigger the suspension or termination of the contract.

5.1.1.2 Policy violation procedures

Where CN has reasonable grounds to believe any individual in the employ of the Contractor or a supplier is on duty in an unsafe condition (unfit) or otherwise in violation of the Policy, or where during the preliminary phase of any investigation such an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident;

1. CN will escort the individual(s) to a safe place.
2. CN will notify the Contractor or supplier.
3. The Contractor will investigate the situation.
4. The Contractor must satisfy CN that there has been no policy breach.
5. If a policy breach has occurred, the individual will not be allowed to continue providing services to CN without written permission from a CN official, and he/she will be required to adhere to any conditions governing his/her return.

5.2 Fire Alarms

When you hear an alarm:

- a. Turn off the equipment you are responsible for;
- b. Leave the building using the nearest exit and go to the identified muster point for the building;
- c. Remain outside and follow instructions of CN Rail representatives;
- d. Observe at all times the security perimeter established by means of perimeter tape;
- e. Do not re-enter the building or work site until instructed to do so by a CN Rail representative.

5.3 Emergency Evacuation Procedures

Prior to commencing work, all Contractor's employees must be familiar with the emergency evacuation plan for that work site including all muster points. The Contractor shall issue written emergency and rescue procedures to the Contractor's personnel and shall post such procedures on the job site.

5.4 Approaching Train

1. On the approach of a train, the Protecting Person will communicate to the Contractor's Responsible Person, either by radio or by personal contact that a train is approaching.
2. After receiving the train information from the Protecting Person, the Contractor's Responsible Person must ensure that all workers, equipment and materials are "Clear of the Track" (as defined below) then communicate this to the Protecting Person.
3. The Protecting Person will not authorize any trains through the working limits nor authorize cancellation of protection before receiving confirmation that all workers have been alerted, stopped working and the track is clear of all workers and machinery.
4. After the train has passed, no one is to foul or occupy the track until the Protecting Person has given the authorization. Authorization will be communicated to the Contractor's Responsible Person.

5.4.1 Clear of the Track

To be clear of the Track shall be defined as:

1. All work has been stopped.
2. All workers are made aware of the approaching train and route to be followed.
3. All workers, equipment and material have been positioned beyond the clearance limits or at any other location deemed safe by CN. (At least 5 meters (15 feet) from the nearest rail of the track on which the train is to pass with additional allowances for curvature and super elevation).

4. All off-track equipment by special approval less than five meters (15 feet) of the nearest rail has stopped working and operators have left their equipment.
5. All off-track equipment more than five meters (15 feet) from the nearest rail has stopped working. Operators may remain in their cabs unless directed otherwise by the Contractor's Responsible Person. All equipment must be properly secured against unintentional movement
6. All on-track equipment has been moved into the siding or other track as per the Protecting Person's instruction. Operators will leave their equipment unless directed otherwise by the Contractor's Responsible Person. All unattended equipment must be properly secured against unintentional movement
7. Booms, cranes or other similar equipment must be immobilized and the boom is parallel to the railway track(s), and clear of the nearest rail be five meters (15 feet)
8. Provided there is no possible way for the worker to become unintentionally foul of a passing train, and at the discretion of the CN Supervisor, workers may continue working.

5.5 911 Emergencies

In the event of a medical emergency, fire, spill or other type of emergency, you must call 911 (dial direct from any phone) immediately in order to implement the necessary emergency measures.

Prior to work commencing, a site specific emergency plan must be developed. The plan must identify the nearest medical facilities, distance to such facilities, method of transportation to such facilities, contact phone numbers and communicated to all members working on site.

Calmly answer any questions about the nature of the situation.

5.6 First Aid and Work-Related Accidents

All work-related accidents, whether they result in injuries or not, must be reported to the CN Rail Representative assigned to the contract. All such accidents must be investigated in accordance with CN Rail's internal procedures. First aid injuries and near misses must be reported within 24 hours. Injuries resulting in medical intervention, lost time, fatality, equipment or property damages or serious near miss reports must be reported immediately.

5.6.1 Unsafe Conditions or Practices

Contractors shall correct or report any unsafe conditions or practices they observe. All such conditions or practices shall be reported to the CN representative at the work site as soon as practical.

5.6.2 Reporting Accidents /Incidents

All accidents/incidents occurring on CN property, that result in or had the potential of causing serious injury, lost work days, vehicle or property damage must be reported to the CN representative within twenty-four (24) hours. All such incidents will be fully investigated by the Contractor.

The Contractor shall subsequently provide a written report to CN (i.e. Company Officer assigned as Liaison to Contractor) within seven (7) days detailing the nature of the incident, the cause(s), regulatory authorities notified, and a specific action plan to prevent recurrence.

5.6.3 Treatment of Injured Personnel (Contractors)

Contractors shall ensure the following is provided for their personnel as required by CN and in accordance with applicable government regulations:

1. Adequate first-aid supplies and equipment.
2. Qualified personnel to render first-aid treatment.

5.7 Audio and Visual Recording Equipment

Cameras and audio-visual equipment are not permitted on CN property without prior approval. Use of personal electronic devices such as smart phones for the purpose of recording video, photographic or audio information is prohibited while on CN property unless prior written approval has been obtained by CN Rail.

5.8 Guidelines Regarding Access to CN Workplace

Railway facilities and operations can be dangerous places for people who do not have a railroad background. This applies to contractors, sub-contractors, visitors and other non-company personnel.

It is important that proper control measures be taken to ensure that access to CN property is controlled and the safety of all people is assured.

This section outlines the necessary requirements for authorizing access to CN property and CN equipment.

CN's "Guidelines Regarding Access to CN Workplace" is applicable when access to company property is sought by persons other than CN employees. This includes yards, shops, railway equipment and all other company locations, such as locomotives, vehicles, etc. This Guideline exists to protect the safety of all people granted access, and also to safeguard CN's interests. **All employees are required to comply with these Guidelines.**

In essence, the major points are as follows:

1. No one, other than CN employees, may enter a CN workplace without proper authorization from the appropriate CN Officer.
2. Every non-CN employee entering the CN workplace is required to be identified in an appropriate way (ex.: visitor must wear protective headwear, I.D. card, pass, etc.).

3. Authorization to board railway equipment and vehicles (i.e., locomotive cabs, hi-rail equipment, other vehicles, etc.) consists of a pass and / or a signed letter of authorization from V.P. (or delegate).
4. If observing a trespasser, do so from a safe distance to determine that it is safe to approach, and warn the trespasser to leave CN's property. In all cases, notify CN Police (1-800-465-9239) and a supervisor. If the trespasser(s) is unwilling to leave, observe the individual(s) until a CN Police officer or supervisor arrives.

While on CN premises non-CN employees, employees and sub-contractors, must comply with CN rules, policies, standards and procedures. This requires that non-CN employees receive adequate instructions as to what these are. Job briefings must also be conducted by the CN person in charge when arriving on CN property or prior to commencing work.

Although the process to apply CN policy may vary according to circumstances, all Company rules, policies, standards and procedures must be strictly adhered to. If you are unsure on how to proceed, please check with a supervisor.

5.8.1 Access to CN Property & Facilities (Shops/RTC Centers/Yards/Operated Right-of-Way)

(Note: HQ and Regional Buildings require sign-in and wearing of pass/badge for all visitors)

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
<p>Any party entering CN's shops, RTC Centers, Yards and Right-of-way (except invitee)</p> <p>Not applicable to delivery persons or persons performing minor building services.</p> <p>Examples: minor photocopy repair, plumbing or electrical work.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must sign the Right of Entry form <input type="checkbox"/> Must provide insurance as indicated in the Right of Entry form <input type="checkbox"/> Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" <input type="checkbox"/> Must be eRailsafe and/or Contractor Orientation certified as the case may be <input type="checkbox"/> Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable) <p>Note: Contractors accessing CN workplace on a repeat basis must sign the Right of</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Right of Entry Form <input type="checkbox"/> Provide certificate of insurance <input type="checkbox"/> Safety Guidelines For Contractors And Non-CN Personnel <input type="checkbox"/> Certification under eRailsafe and/or Contractor Orientation

	<p>Entry Form on an annual basis, but a process requiring the establishment of a check-in procedure for each visit must be created.</p>	
<p>Contractors required by CN for Emergency Work (e.g., local contractors used for derailment clean-up)</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must sign Emergency Work Right of Entry Form <input type="checkbox"/> Must be given a safety briefing <input type="checkbox"/> Must work under supervision of a CN Officer 	<ul style="list-style-type: none"> <input type="checkbox"/> Emergency Work Right of Entry Form for Contractors
<p>Visitors and Invitees</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Authorization must be obtained from CN Officer <input type="checkbox"/> Must be given visitor badge/ID card (or sign-in with senior officer in sites such as derailments) <input type="checkbox"/> Must be under the supervision of CN employee in charge and comply with all instructions <input type="checkbox"/> Must be given safety briefing by CN employee in charge <input type="checkbox"/> Must sign Right of Entry Form for Invitees where the activity conducted on CN property is performed in proximity to railway operations, CN's signals and communications systems or any fiber optic cable system. The Chief Legal Officer or delegate can provide an exemption to this process when appropriate. 	<ul style="list-style-type: none"> <input type="checkbox"/> Visitor badge/ID card <input type="checkbox"/> Right of Entry Form for Invitees
<p>Regulators in line of duty (e.g., Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must present Inspector/ Investigator ID card <input type="checkbox"/> Must be given Safety Briefing where applicable 	<ul style="list-style-type: none"> <input type="checkbox"/> Regulatory ID card

Administration (FRA), National Transportation Safety Board (NTSB), OHSA		
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5.8.2 Access to Non-Operated CN Property & Facilities

TYPE OF ACCESS	TYPE OF ACCESS	TYPE OF ACCESS
Any party hired by CN and entering non-operated CN Right-of-way	<input type="checkbox"/> Must sign the Right of Entry form <input type="checkbox"/> Must provide insurance as indicated in the Right of Entry form <input type="checkbox"/> Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" <input type="checkbox"/> Must be eRailsafe certified <input type="checkbox"/> Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable)	<input type="checkbox"/> Right of Entry Form <input type="checkbox"/> Provide certificate of insurance <input type="checkbox"/> Safety Guidelines For Contractors And Non-CN Personnel <input type="checkbox"/> Certification under eRailsafe
Any party not hired by CN and entering non-operated CN Right-of-way where that party has an existing agreement/contract with CN which provides for access to the property and includes provisions for Indemnity and Insurance	<input type="checkbox"/> Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" <input type="checkbox"/> Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable) <input type="checkbox"/> No Right of Entry form required <input type="checkbox"/> May be required to be certified under Contractor Orientation depending on the work to be performed.	<input type="checkbox"/> Safety Guidelines For Contractors And Non-CN Personnel

<p>Any party not hired by CN and entering non-operated CN Right-of-way where that party does not have an existing agreement/contract with CN which provides for access to the property or such agreement does not include provisions for Indemnity and Insurance</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must sign the Right of Entry form <input type="checkbox"/> Must provide insurance as indicated in the Right of Entry form <input type="checkbox"/> Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" <input type="checkbox"/> Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable) <input type="checkbox"/> May be required to be certified under Contractor Orientation depending on work to be performed. 	<ul style="list-style-type: none"> <input type="checkbox"/> Right of Entry Form <input type="checkbox"/> Provide certificate of insurance <input type="checkbox"/> Safety Guidelines For Contractors And Non-CN Personnel
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5.8.3 Access to Equipment Locomotives

TYPE OF ACCESS	TYPE OF ACCESS	TYPE OF ACCESS
<p>Regulators in line of duty (e.g., Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must present Inspector/ Investigator ID card <input type="checkbox"/> RTC must be informed of all passengers other than on-duty train crew <input type="checkbox"/> Must be given Safety Briefing where applicable 	<ul style="list-style-type: none"> <input type="checkbox"/> Regulatory ID card
<p>Off-Duty Train Crews</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must contact CMC/Traffic Coord. or RTC (if entraining en-route) to confirm availability of room on locomotives <input type="checkbox"/> Must show CN ID card to train crew upon boarding 	<ul style="list-style-type: none"> <input type="checkbox"/> CN ID card

<p>CN Employees In Line of Duty (Other than Train Crews)</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must present locomotive pass upon boarding <input type="checkbox"/> Letter of Introduction to conductor encouraged where possible for CN employees performing special studies, etc. <input type="checkbox"/> RTC must be informed of all passengers other than on-duty train crew 	<ul style="list-style-type: none"> <input type="checkbox"/> Locomotive pass <input type="checkbox"/> Letter of Introduction
<p>Visitors (Invited Guests, CN Employees not in Line of Duty)</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Must present signed Letter of Introduction to conductor indicating V.P. (or delegate) approval. <input type="checkbox"/> Must have signed Right of Entry Form for Invitees <input type="checkbox"/> Must be given safety briefing <input type="checkbox"/> RTC must be informed of all passengers other than on-duty train crew <p>Note: Visitors requiring access for an extended period should be provided with a temporary locomotive pass and sign the Right of Entry Form (instead of Letter of Introduction)</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Letter of Introduction or temporary locomotive pass <input type="checkbox"/> Right of Entry Form for Invitees
<p>Visitors (Job Shadowing Students)</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Not permitted 	
<p>Emergency Situations</p>	<ul style="list-style-type: none"> <input type="checkbox"/> RTC to contact train crew to arrange for identification and pickup of passenger(s) <input type="checkbox"/> Train crew to confirm pick-up with RTC 	

Note: RTC must maintain a written log of all reported visitors on CN locomotives. Information must include name of visitor, time boarded locomotive, origin, destination, reason for access, and name of person authorizing access.

5.8.4 Test Cars, Work Equipment, HI- Rail Vehicles, Other Vehicles on Track

or Right of Way

TYPE OF ACCESS	TYPE OF ACCESS	TYPE OF ACCESS
Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))	<input type="checkbox"/> Must present Inspector/ Investigator ID Card <input type="checkbox"/> Must be given safety briefing where applicable	<input type="checkbox"/> Regulatory ID Card
Visitors (guests, invitees, including CN employees not in line-of-duty)	<input type="checkbox"/> Must present signed Letter of Introduction to Equipment operator indicating V.P. approval (or Delegate) <input type="checkbox"/> Must have signed Right of Entry Form for Invitees <input type="checkbox"/> Must be given safety briefing by CN Employee in charge	<input type="checkbox"/> Letter of Introduction <input type="checkbox"/> Right of Entry Form for Invitees
Job Shadowing Students	<input type="checkbox"/> Not Permitted	
Emergency Situations	<input type="checkbox"/> RTC to contact Equipment operator to arrange for identification and pickup of passenger(s) <input type="checkbox"/> Equipment operator to confirm pick-up with RTC	

5.8.5 Railway Business Cars, Passenger Vehicles, Company Automobiles & Other Vehicles Not on Track or Right of Way*

TYPE OF ACCESS	TYPE OF ACCESS	TYPE OF ACCESS
Regulators in line of duty (e.g., Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB)), OHSA	<input type="checkbox"/> Must present Inspector/ Investigator ID card <input type="checkbox"/> Must be given safety briefing where applicable	<input type="checkbox"/> Regulatory Id Card

Visitors (guests, invitees, including CN employees not in line-of-duty)	<input type="checkbox"/> Must be authorized by appropriate CN Officer <input type="checkbox"/> Must be given safety briefing <input type="checkbox"/> Equipment must be operated by the proper CN Employee at all times	
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* Exemption may apply to certain company vehicles

5.9 Explosives

No explosives will be permitted on CN property without written CN approval.

5.10 Firearms

Firearms (loaded or empty) are not permitted on CN property, except for CN Police officers and other designated persons performing authorized work and when authorized to do so. In all cases, any firearms must be accompanied with a written authorization from the Chief of CN Police and the person should have in his possession all pertinent government permits.

5.11 No Smoking

Smoking or use of electronic cigarettes is prohibited in all buildings and on roofs, as well as in vehicles. Smoking is only allowed in designated smoking areas.

5.12 Identifying and Marking Off Work Areas

All major construction sites must be clearly identified at the entrance. Identifying information must include the name and contact information of the contractor and the CN Rail Representative assigned to the contract (or designated CN Rail contact), along with a list of personal protective equipment that must be worn on the site.

For any major work activity, materials handling, work involving heights (using ladders, step ladders, boom-supported elevating work platforms or self-propelled elevating work platforms) or any delivery of chemical products, a safety perimeter must be clearly marked off by means of a barricade or fence (in the case of fixed areas) or by means of tape and pylons when the work area must be moved. In all cases, entrances must be clearly identified and controlled. All equipment must be stored inside the work area or construction site.

If hoses or electrical cables need to be placed across an accessible traffic lane, they must be protected so that traffic is not impeded. However, in the event that work blocks any rail, aisle or traffic lane, alternate routes must be provided and identified. The CN Rail Representative assigned to the contract must notify the CN Rail Safety Specialist before any work starts.

If any trenching or digging of holes are required to be left open at the end of a work shift, the holes will be covered and marked with an X, staked and barricaded with hard or soft methods. Trenches must be barricaded completely with hard barricades.

5.13 Emergency Equipment

Fire equipment such as fire extinguishers, hoses, fire hydrants, sprinkler systems, as well as equipment used to control spills, must not be moved, blocked or otherwise made inaccessible.

First-aid equipment, eyewash stations, emergency exits and emergency showers must not be moved, blocked or made inaccessible.

6 HEALTH AND SAFETY REQUIREMENTS

6.1 Prevention Program

When a project employs more than 10 employees at the same time, the general contractor must give a copy of its **Project Safety Form (refer to Annex A)** to the CN Rail Representative assigned to the contract. A copy must also be sent to the CN Rail Safety Department, at least one week before the work starts and reviewed at the project pre-start up meeting.

6.2 Contractor and Supplier Training

The contractor must, upon request, supply proof that its employees have received training required by CN Rail (e.g. WHMIS, confined spaces, fall protection (if required), forklifts/ man lifts, CROR, eRailsafe, COR, elevating work platforms, USOR, Roadway Maintenance (RMM)).

Workers must have the permits, authorizations and certificates legally required for their work duties.

6.3 Housekeeping

The following housekeeping rules must be adhered to while work is being carried out:

- a. Aisles, traffic lanes, doors and stairways must be kept free from obstructions at all times;
- b. The contractor must take adequate measures to limit the dispersion of dust outside the work area;
- c. Stacks of materials must be stable and not pose any risk to contractors, suppliers and workers in the vicinity. All working areas must be kept clear of slip, trip and falls hazards such as hoses, loose rail, ties, etc.;
- b. Tools and equipment must be put away at the end of each work day;
- c. Any material being stored for disposal must be left in a safe condition. I.E. wood products must have all nails or screws either removed or bent over to prevent someone from stepping on them;
- d. Residual material must be removed from the work area at the end of each day. In the event that the CN Rail Environmental Officer requires contamination analysis of the residual material, special arrangements must be made to store such material.

6.4 Vehicles

Contractor's vehicles on the site must be in safe operating condition and be identifiable by company logo that is clearly visible. Operators must observe all site speed limits. Unattended vehicles must not be left running unnecessarily. Where they must be left

running, the parking brake must be applied. The operator is responsible for the safety of all passengers and the stability of materials being transported.

All vehicles will be parked in a pre-determined area and where required, a designated Contractor entrance shall be used.

6.4.1 Motorized Vehicles and Equipment

- a. Abide by road signs at all times. At stop signs, come to a complete stop.
- b. Drive safely and reduce speed in potentially dangerous areas such as narrow passageways and pedestrian walkways.
- c. Give priority to pedestrians, fire trucks, ambulances and loaded vehicles.
- d. As a pedestrian, use the walkways. Where no such walkways are available, walk alongside the traffic lanes, opposite the flow of traffic. Never walk down the middle or within 4 feet of the tracks unless protected by a qualified foreman holding a permit/yard permission.
- e. Motorized vehicles and equipment used in buildings should preferably be powered by electricity or propane. In the case of vehicles that are powered by diesel or propane, the exhaust system must be equipped with a catalytic device and a gas cooling system.
- f. Whenever possible, the emissions of diesel-powered vehicles and equipment must be vented outside the buildings and care must be taken to avoid contaminating the ventilation system air vents.
- g. A guide is required when moving heavy equipment inside the buildings.

6.4.2 Speed Limit

The speed limit for traffic must be obeyed at all times.

- a. In the Rail Yards: max 15 KM/H
- b. Other areas as posted

6.5 Tools and Equipment

The tools and equipment used by a contractor must be in perfect working condition. They must be used only as specified and in accordance with the manufacturer's recommendations.

All safety devices, such as guards, must be in place, not tampered with and operational.

6.6 Work Involving Heights – General

Appropriate fall protection precautions must be taken to protect workers whenever there is a risk of falling over a vertical distance of 2.5m (6 feet) height. Whenever possible a fall restraint system should be used rather than a fall protection system. The contractor must also develop a fall protection plan including a rescue plan in the event working from heights and fall protection is required. Except where passive fall protection is being used, all workers requiring fall arrest or restraint must be trained and hold a valid current certificate. All equipment must be inspected and recorded IAW manufacturers and regulatory requirements.

All permanent work areas with a potential of an employee to fall a vertical distance of 1.2m (4 Feet) must be protected by a guardrail or similar barrier.

The main safety precautions are listed below by priority:

- a. Move load or perform task at ground level;
- b. Use a guard rail or other means to prevent access to any dangerous area;
- c. Or use an elevating platform.

Many safety harnesses have a maximum service life of five years (refer to the manufactures specifications). Ensure that all equipment in use meets this specification and is inspected prior to use.

Refer to section 6.6.4 of the guide in cases where a ladder needs to be used.

6.6.1 Use of a Fall Prevention System

Fall-Arresting must meet appropriate CSA standard

Generally speaking, fall prevention systems incorporate four main features or components:

- a. An anchor point with a breaking strength of more than 22.2 kN (approximately 5000 lb.) per worker attached in any direction;
- b. A connection device (self-retracting mechanism, lanyard, certified snap hook, etc.);
- c. A protective 5-point harness;
- d. A shock absorber system loaded on a self-retracting lanyard or on the lanyard itself. It must be as short as work conditions permit but not longer than 6 feet in length.

Sprinkler, water, gas or wire conduits are not to be used as anchor points.

When there is a risk of falling 1.5 vertical meters (6 ft.) or more, workers must wear a safety harness that includes a shock absorber system, unless otherwise indicated.

- a. Only use certified components for managing fall protection risks (avoid using hoisting slings);
- b. Never connect two fall prevention devices “hook to hook.” Use a “D” ring or a carabineer;
- c. Never attach to an anchor point by choking a regular lanyard. Instead use an approved choke type anchor point;
- d. Use an anchor point directly overhead to minimize the swinging effect in the event of a fall.

Ensure that an area at least ten feet (3 m) is clear from each side of the fall area
Here are some key aspects that need to be checked when using a fall protection system:

- a. Breaking strength at the anchor point;
- b. Condition of the equipment;
- c. The greater the free fall distance, the greater the potential for serious injury.

A good way to limit the free fall distance is to use **an anchor point that is higher than**

the shoulders or further back from the leading edge, with a lanyard that is as short as possible.

Clearance must be sufficient to arrest the fall before hitting the ground. The following factors must be taken into account:

- a. Length of the lanyard
- b. Deployment length of the shock absorber (see label)
- c. Harness stretch (0.6 m or 2 ft.)
- d. Height of anchor point with respect to worker's feet
- e. Margin of safety (min 0.6 m or 2 ft.)

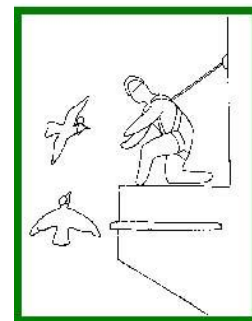
6.6.2 Use of a Fall Restraint System

A fall restraint system comprises a harness and a lanyard connected to an anchor point for the purpose of limiting the risk of falling.

When using a restraint system, ensure that the lanyard is sufficiently short to restrict access to any danger area.

(Note: Remember to include a margin of safety in any calculation of the lanyard's length.)

6.6.3 Figure 2-Examples of restraint system



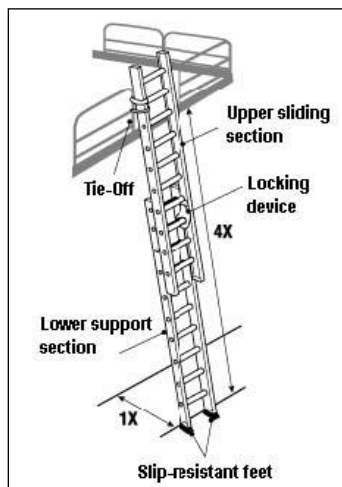
6.6.4 Ladders, Step Ladders, Scaffolding and Non-Motorized Platforms

- a. The equipment must be in **good condition**, installed and used in accordance with regulations or industry standards.
- b. Only **non-conductive** ladders and stepladders **made of fiberglass** may be used when working with electrical systems.
- c. In the case of equipment with wheels, it must be possible to lock the wheels' in place whenever the equipment is being used.
- d. The person using a ladder must always apply the three points of contact method.
- e. The distance measured horizontally between the feet of the ladder and the vertical surface it is leaning against must be between 1/4 and 1/3 of its length. If this requirement cannot be met, the ladder must be secured.

- f. Ladders must not be longer than 30 feet / 9 meters in length. Step ladders must not be longer than 12 feet/ 3.5 meters.
- g. It is recommended to use a platform rather than a ladder for any extended work involving heights or high risk work.
- h. Scaffolding must have a safety rating of at least 4 and have its load capacity identified on it, have a fixed guard rail, have a top rail higher than 42 inches from the floor of the scaffold and a middle rail halfway between the top rail and the flooring and must have a toe board at 4 inches to prevent a risk of falling objects. The railing must be able to withstand a minimum load of:
 - i. 200lbs or 90 KN horizontal resistance for the top rail
 - ii. 340lbs or 1.5 KN vertical resistance per linear meter for the top rail

Note: Ladders and step ladders must meet appropriate CSA standard. Prior to the use of scaffolding, ladders or motorized platforms, authorization must be given by the Senior Maintenance Manager or the Supervisor of the building work is being carried out in.

6.6.5 Figure 3- Example of proper ladder positioning



Whenever a ladder is placed in the path of one or more pieces of movable equipment or must be placed against movable equipment (overhead crane, elevating platform, cover for machining basins, etc.), the contractor must first make sure that the equipment in question has been turned off and is locked out (see section 6.10).

6.6.6 Motorized Platforms

The equipment must satisfy the requirements of various standards, such as CSA, and must be used in accordance with regulations and industry standard.

Any contractor or supplier required to operate, inspect or maintain an elevating work platform must have received the appropriate training for this purpose and must be certified.

Any person working from a boom-supported elevating platform or from a scissor lift **must wear** a safety harness at all times. The harness must be equipped with a shock absorber and a lanyard attached to an anchor point on the platform, as specified by the manufacturer. Workers are not allowed to climb onto the guardrail of a boom-supported elevating platform or scissor lift to do work.

All personnel must be removed from the risky area surrounding the use of a motorized work platform with minimum prevention barriers defined, in place and communicated.

6.6.7 Figure 4- Motorized Platform



6.7 Scaffolding

6.7.1 Regulation

All scaffolding must comply with the provisions of Section 3, “Temporary structures and excavations”, of the Occupational Safety and Health Regulations, Part II, Canada Labour Code, as well as any more restrictive directive issued by CN or imposed by Provincial Law.

6.7.2 Installation Restrictions

Authorization must be obtained from CN prior to erecting scaffolding on a CN structure or near a CN track. The scaffolding must not interfere with safe operations of the railway traffic. Scaffolding must be positioned so that a minimum clearance for railway and other traffic is always provided.

6.7.3 Design

All scaffolding designed must meet the requirements of CSA S269.2 Access Scaffolding for Construction Purposes and must be erected by qualified persons.

6.7.4 Scaffold use

Prior to use, a written rescue plan is required including the fall protection or fall restraint systems to be used.

The contractor is required to ensure it's employees using such scaffolding have been properly trained on the use of fall protection and the observance of safety procedures prior to using such equipment.

6.7.5 Working above other employees or the public

When the public or other workers are exposed to the risk of falling objects, protective measures shall be planned and implemented, such as prohibiting access to the area or installing adequate overhead protection.

6.8 Rooftop Work

Unless required for work purposes, no one is allowed on the roofs of buildings. When work must be done less than three meters (10 ft.) from the edge of a roof, the workers must use an approved harness connected to a fall prevention system. If this requirement cannot be met, a guardrail must be erected along the edge of the roof.

Whenever a roof needs to be opened up for work purposes, a safety perimeter must be established around the opening as well as on the floor below the opening.

6.9 Floor Openings

Any opening in a floor or platform must be visibly identified and protected by a safety perimeter such as a barricade, guard rail, etc., to safeguard against the risk of falling.

When a floor opening must be covered to enable pedestrian or vehicle traffic, the covering materials used must be strong enough to support twice the weight of a person or that of the heaviest vehicle that will drive over it. It must also be marked to note its purpose as a covering over an opening so it is not moved. The CN Rail Representative assigned to the contract must approve the protection method.

6.10 Electricity

6.10.1 Materials and Equipment

Non-conductive parts of fixed, portable or plug-in machinery must be grounded and have the required UL rating and meeting the requirements outlined in NFPA 70 Electrical Code. Portable tools and machinery that are protected by an approved double insulation system do not have to be grounded.

Extension cords must be of the three-wire type and be in good condition. Damaged power cords and extension cords must not be used (they must be protected against any damage). To prevent trips, falls, damage to the cords, all power cords and extension cords must not be run across corridors, aisles or traffic lanes. The type of cord depends on the

use and the conditions at the work site, and the gauge depends on the current being used (in accordance with the Canadian electrical code).

Uncovered light bulbs on temporary lighting systems must be protected against any damage or accidental contact. Temporary lighting systems must not be suspended or secured by means of electrical cords and must not be used to power portable tools or any equipment other than lighting.

Extension cord plugs must be CSA-approved and protected. When different voltages, frequencies or types of current are being used, the extension cords must be designed so that they cannot be interchanged.

6.10.2 Hazardous Work

Before doing any work on an electrical circuit, make sure that the power has been turned off and that the circuit has been locked out as stipulated in section 6.11. Refer to the CN Engineering Lock-Out/ Tag-out Procedure.

For work that must be done live (with the power remaining on), the employees concerned must be properly trained and use certified materials that are in good condition, such as insulating gloves, tools with a dielectric sheath and insulating rubber mats. A risk assessment must be completed and approved prior to any live electrical work is performed.

For work done outside or in damp conditions, extension cords must be equipped with a ground fault circuit interrupter (GFCI: see picture).

6.10.3 Figure 5- Example of a GFCI



6.11 Lockout/Tagout Procedure (“Zero Energy”)

This guideline establishes work practices designed to protect employees who must carry out maintenance or installation work on machinery, equipment and systems against risks associated with energy sources that may be present (all forms of active or residual energy including electrical, mechanical, hydraulic, pneumatic, gravitational, etc.) and that are likely to cause an accident if not neutralized.

The term “qualified lockout/tagout individual,” as used in this section, refers to any

contractor representative or employee who has received appropriate lockout/tagout training.

- a. Each individual is responsible for his or her own safety.
- b. Each individual involved (or who is subsequently **added**) in work requiring lockout/tag out must follow the lockout/tag out procedure as if he were locking out equipment on his or her own.
- c. Zero energy must be ensured except in the case of work that may be exempted from the lockout/tagout procedure (see section 6.11.2).
- d. Each of the contractor's employees must have the required number of **personal padlocks** and an equivalent number of hasps and tags.
- e. Lockout/tagout responsibilities cannot be delegated.

If a contractor's employee is not able to complete the lockout/tagout procedure or observes any anomalies, he must contact the CN Rail Representative assigned to the contract.

Note: These types of single key padlocks are reserved exclusively for the lockout/tag out of cut-off points and cannot be used for any other purpose.

6.11.1 Work Requiring Application of the Lockout/Tagout Procedure

- a. All maintenance, repair, adjustment or unjamming work in the danger zone of any machinery or equipment;
- b. All individuals exposed to danger;
- c. All hazardous energy sources (or with the potential to create a hazard when the power on a machine is accidentally turned on).

6.11.2 Work That Can Be Exempted from Lockout/Tagout

- a. Any function that absolutely requires the active presence of one or several energy sources for purposes of calibration, adjustment, geometry, vibration analysis or detection of operating anomalies;
- b. Machinery can only be started up manually or in accordance with a specific procedure.

If this type of work must be conducted, a specific safe work procedure must be developed.

6.12 Outside Contractors

6.12.1 Assisted Lockout/Tagout

- a. Equipment is turned off and locked out by the CN Rail Representative assigned to the contract or his designate;
- b. The contractor's authorized representative and employees install their padlocks at the same location as the CN Rail Representative assigned to the contract. Together they will follow the lockout/tagout procedure to ensure all energy sources have been disabled prior to work starting.

6.12.2 Unassisted Lockout/Tagout

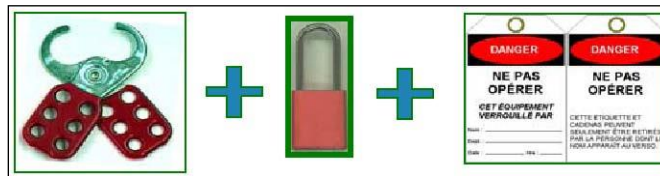
- a. The contractor's CN representative must have taken the lockout/tagout training.
- b. The contractor's representative must meet with the CN Rail Representative assigned to the contract before work begins.
- c. The contractor's representative must follow CN Rail's lockout/tagout specific procedure and install his/her padlocks accordingly. All of the contractor's employees must do likewise.

6.12.3 Basic Lockout/Tagout

Follow the lockout/tagout specific procedure.

- a. In the absence of a lockout/tagout specific procedure, CN Rail Representative assigned to the contract in order to validate the points that need to be locked out.
- b. The qualified lockout/tagout individual will install a hasp and place his/her **personal padlock** at each cut-off point identified by a tag.

6.12.4 Figure 6- Hasp, Lock and Tag

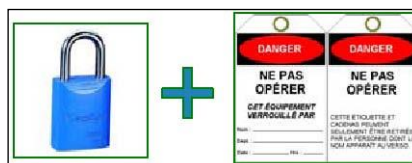


- c. Each contractor employee will place his **personal padlock** on the hasp at each cut-off point identified by a tag.
- d. Test for power (try to start the equipment) prior to work commencing to ensure all power sources have been disconnected.

6.12.5 Department Lockout/Tagout (Where Applicable)

- a. Follow the lockout/tagout specific procedure.
- b. In the absence of a lockout/tagout specific procedure, contact Maintenance or the CN Rail Representative assigned to the contract in order to validate the points that need to be locked out.
- c. The qualified lockout/tagout individual uses a padlock at each cut-off point identified by a tag.

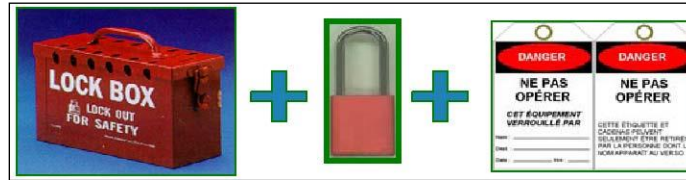
6.12.6 Figure 7- Lock and Tag



- d. The key is then locked in a lock box that is specifically identified as such.
- e. After validation, each employee places his personal padlock and a tag on the lock

box.

6.12.7 Figure 8- Lock box



6.12.8 Unscheduled Removal of a Padlock

Only the person who installed a padlock may remove it. Such responsibility cannot be delegated, except in emergencies. If a padlock must be removed, contact the person responsible for the work (project leader or contractor's representative). A padlock may be cut prior to removal, but only as a last resort.

6.13 Entering Confined Spaces

Refer to CN Confined Space Standard.

Confined spaces are identified on each location designated as a confined space. Some ventilation ducts, culverts and man holes are not identified, but are considered confined spaces nevertheless.

Each contractor employee called upon to work in a confined space must provide a confined space assessment, a confined space permit and a confined space rescue plan. If the contractor does not have the above noted, they must utilize the "Confined Space Assessment" and the "Confined Space Entry Plan" (or an equivalent) outlined in the CN Confined Space Standard and meet the following requirements:

- a. Have received appropriate training recognized by CN Rail;
- b. Have in his possession a card or certificate attesting to the training (not required from CN Rail employees). Proof of training will be required prior to issuing permits;
- c. Become familiar with procedures in advance and make preparations for entering an enclosed space (lockout/tagout, installation, etc.) to avoid having to wait for the permits;
- d. Whenever work requires entering an enclosed space, the contractor must complete a confined space entry permit including a rescue plan. The CN Rail Representative assigned to the contract may request copies of a confined space entry permit before the work begins. Permits are to be posted at the confined space during work commencing;
- e. In the event that gas detection is required on an ongoing basis, the contractor must provide the detection equipment.

6.14 Load Handling (Overhead Cranes)

The contractor must have permission from the CN Rail Representative assigned to the contract using lifting equipment that belongs to CN Rail. The contractor should also provide a card or certificate stating that the employees using the lifting equipment and slings have received training from a recognized institution.

The slings used by the contractor must be in good condition and be equipped with a label indicating the load capacity.

6.15 Isolated or Lone Workers

When a contractor or supplier works alone in an isolated area where he cannot seek assistance, the contractor must provide an effective procedure for intermittent or ongoing surveillance. The CN Rail Representative assigned to the contract must approve this procedure.

6.16 Asbestos

When work is done on or with materials containing asbestos, requirements are to be met in accordance with the Provincial Occupational Health and Safety Regulations in the Jurisdiction the work resides.

If materials similar to asbestos are found during a demolition process, work must stop immediately. The CN Rail Representative assigned to the contract must be advised in order to take necessary action.

7 FIRE PREVENTION REQUIREMENTS

7.1 Welding and Other Work That Generates Sparks

Before doing any welding or other work that generates sparks, such as cutting, grinding etc., a checklist (hot work permit) must be completed in conjunction with the Fire Prevention Department and the CN Rail Representative assigned to the contract.

Fireproof screens or covers must be installed around the work area to contain the sparks and prevent blinding. Mineral wool must be installed in the openings in the walls, floors or ceilings of the work area. Moreover, no combustible material may be kept near the work area.

Only one acetylene or oxygen cylinder is allowed per machine inside buildings unless approved by CN Rail. Any additional cylinders must be stored outside (and properly secured).

An appropriate type of fire extinguisher, in good working condition, must always be on hand near the work area.

A local exhaust ventilation system equipped with a filter must be used as soon as the work commences in the event that the materials being welded or cut are made of stainless steel or galvanized steel, have been painted, or contain other heavy metals, or when fumes could be harmful to personnel.

If work is done near the ventilation systems, sprinkler heads, or smoke or heat detectors, you must notify the Fire Prevention Department so that necessary arrangements can be made.

7.2 Compressed Gas Cylinders

Compressed gas cylinders must always be stored vertically and secured by means of a strap, chain or cord. When the cylinders are not in use, the valves must be closed and the caps must be on.

The cylinders must be kept away from sources of heat and open flames. They must not be in contact with an electrical circuit.

Hoses, connections and flame damper devices must be inspected before each use and must be in good condition. Damaged hoses must be replaced immediately. A leak inspection must be made at the start of each work day. Open flames may not be used to detect leaks.

When not in use, oxygen and acetylene cylinders must be stored at least three meters (10 ft.) apart.

7.3 Propane Cylinder Storage

Unconnected cylinders must not be stored inside of buildings. They must be stored outside and at least 15 meters (50 ft.) from any building with the cylinder caps installed. In

as much as possible, propane cylinders must be stored in a cage or a ventilated container that is visibly identified with a “flammable” pictogram. Empty and full cylinders must be stored in a safe manner.

7.4 Work On the Fire Alarm System

All work on the fire alarm system must be approved by and done under the supervision of the Fire Prevention Department.

The Fire Prevention Department must be notified before any work is done on the fire alarm system (opening the junction box, door on the alarm panel, etc.).

The Fire Prevention Department must be notified about any changes in the construction work.

The fire alarm system must be connected and disconnected by a certified electrician with fire alarm system qualifications recognized by CN Rail.

The contractor must notify the Fire Prevention Department before disconnecting the electricity.

7.5 Work On the Sprinkler System

The contractor must notify the Fire Prevention Department when starting work on the sprinkler system (emptying the sprinkler system) and completing the work (filling the sprinkler system and putting it back into operation). This applies to both wet and dry systems.

The Fire Prevention Department must authorize any use of water from a fire hydrant since the following steps need to be taken first:

- a. The fire pumps must be turned off;
- b. The fire alarm system must be bypassed.

7.6 Work in Areas Where There is a High Risk of Fire

It is strictly prohibited to use electrical equipment in shops or any other area where fumes or flammable products could be present, unless the latter are explosion-proof or special approval is given by the competent electrical employee or by the Fire Prevention Department. Such approval must be obtained prior to starting work.

8 ENVIRONMENTAL REQUIREMENTS

8.1 General Information

CN Rail considers protection of the environment a fundamental social responsibility and a priority that governs its activities and those of its suppliers. In order to support this principle, we are making the following commitments and expect our suppliers and contractors to do the same. They must implement necessary measures to prevent pollution in order to conserve natural resources, use those products and services required for our operations responsibly and recycle our residual material.

8.2 Use of Chemical Products

Before starting work, the contractor must give the CN Rail Representative assigned to the contract a complete list of the chemical products being used at the work site, along with the safety data sheets (SDS). The products must be approved by the CN Rail Environmental Officer before they can be brought to the site.

In the case of hazardous products authorized for the site which are used and regulated by WHMIS, they must be correctly labeled and their SDS must be available on site at all times. Any storage of these products must meet legal requirements along with established practices in this field including the availability of the approved spill kits or absorbent material to be used in the event of an accidental spill. The transportation of such hazardous materials must also meet existing legal requirements including TDG.

8.3 Disposal of Residual Materials

Residual materials or any other waste generated during the work must be stored and disposed of in accordance with existing regulations.

The contractor and the CN Rail Representative assigned to the contract must determine, before any work starts, the responsibilities of each party in terms of disposing of dangerous and harmless waste. Unless otherwise stipulated in any contract, contractors are responsible for managing the waste generated by their work and must comply with existing regulations.

If CN Rail is responsible for managing the waste generated by the work done by a contractor, the contractor must dispose of the waste in accordance with CN Rail's procedures.

The CN Rail Representative assigned to the contract may contact the CN Rail Environmental Officer if a project generates hazardous waste in sufficient quantities to warrant a specific management approach. The CN Rail Environmental Officer will need to identify the appropriate management approach in such a case.

8.4 Discharging Materials into Sewers

No materials may be discharged into the CN Rail sewer system without the authorization of the CN Rail Environmental Officer, which will ensure compliance with environmental

standards.

In cases that require special management, the CN Rail Environmental Officer will contact the government authorities concerned for the required permits.

8.5 Atmospheric Emissions

The CN Rail Environmental Officer must be notified in writing before the start of a project about any activity, device or equipment used by a supplier that could result in atmospheric emissions. An appropriate purification or dust reduction system must be used when excessive amounts of dust are produced.

During transportation activities, care must be taken not to generate dust. Trucks containing waste material must be covered with a protective tarp to prevent the loss of the material and to protect the environment.

8.6 Excavation, Cutting and Soil Management

Any project requiring the excavation and disposal of soil from our sites must comply with CN Rail's facility procedure.

The CN Rail Representative assigned to the contract must notify the CN Rail Environmental Officer when this type of work is done and ensure that the management procedure is followed. Should there be any signs of contamination the CN Rail Representative assigned to the contract must notify the CN Rail Environmental Officer to ensure that the appropriate management procedure is followed.

8.7 Noise

Any work done on site must meet regulatory noise standards and comply with internal procedures. CN Rail encourages innovative ideas in environmental protection management in order to reduce the impact of its activities and promote sustainable development.

9 CN RAIL DEFINITIONS:

- a. Accident: An undesirable and unexpected event resulting in personal injury, property or environmental damages, or losses in the production process.
- b. Act/Law: All applicable municipal, provincial and federal acts, regulations, laws, standards and codes.
- c. CN: Canadian National Railway Company or a designated representative thereof
- d. Construction site: A place where a foundation work and erection, maintenance, renovation, repair, upgrading or demolition of buildings or civil engineering structures is performed on the site itself. Site inspection, advance earth moving work and other work determined by regulation are also included, as are the premises provided by the employer to construction workers for lodging, eating or leisure.
- e. Contractor: The person to whom the contract is awarded and who is obliged to perform all the work stipulated in the contract. The Contractor is at all times and under all circumstances responsible for all subcontractor activities.
- f. CROR: Canadian Rail Operating Rules, as well as the special instructions in use at Canadian National.
- g. CSST: Commission de la santé et de la sécurité du travail du Québec.
- h. Employee: Any person employed on the construction site, by the Contractor or their subcontractor, or as a consultant to these parties.
- i. First aid: Any one-time medical intervention and/or treatment or new observation of mild scratches, cuts, burns, splinters, etc. whether or not administered by a physician.
*This category will be analyzed by the CN Rail Safety Specialist case by case, depending on the severity of the actual event.
- j. Lost time Incident (LTII): A case involving one (1) or more regular workdays (consecutive or not) on which the employee would have worked but was unable to due to a work accident or occupational disease. The day of the accident or onset of the disease is not counted in this regard.
- k. Medical intervention: Any medical intervention and/or treatment other than first aid and administered by a physician or a qualified nurse under orders from a physician.
- l. Near miss: Any event that does not result in harm, injury, illness or damage, but had the potential to become an event.
- m. Serious near miss: Any event that does not result in harm, serious injury, illness or damage, but had a high severity potential.
- n. Fall Restraint: These systems allow a person access to conduct their duties but prevent them from reaching a point where a fall could occur.
- o. Fall Protection: A fall arrest system provides maximum freedom of movement for workers to conduct their duties. In doing so, allows them to reach a point where a fall could occur. However, in the event of a fall, the fall will be arrested and so allow the person to either effect a self-rescue or be rescued.
- p. Equipment/Property Damage: Any damages incurred to CN Rail property or equipment. This includes any property or equipment owned by other parties but managed by CN Rail or its contractors.
- q. RTC: Rail Traffic Controller

10 DISTRIBUTION LIST

10.1 Internal Holders

N/A

10.2 External Holders

N/A

APPENDIX A CONTRACTOR SAFETY CHECKLIST

This form identifies the essential equipment and/or procedures necessary while working at CN Rail.

PART 1 – GENERAL DATA												
Project Title: _____ Start Date: _____ dd / mm / yy Name of Primary Contractor: _____												
PART 2 – SAFETY EQUIPMENT												
<p>Safety equipment is the responsibility of the Contractor. The following equipment will be held on all job sites:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Fire Extinguisher</td> <td style="width: 50%;"><input type="checkbox"/> Hazard Warning Signs</td> </tr> <tr> <td><input type="checkbox"/> First Aid Kit</td> <td><input type="checkbox"/> Physical Barriers/Visual Warnings</td> </tr> </table> Comments: _____	<input type="checkbox"/> Fire Extinguisher	<input type="checkbox"/> Hazard Warning Signs	<input type="checkbox"/> First Aid Kit	<input type="checkbox"/> Physical Barriers/Visual Warnings								
<input type="checkbox"/> Fire Extinguisher	<input type="checkbox"/> Hazard Warning Signs											
<input type="checkbox"/> First Aid Kit	<input type="checkbox"/> Physical Barriers/Visual Warnings											
PART 3 – PERSONAL PROTECTIVE EQUIPMENT (PPE)												
<p>The following approved PPE will be provided by the Contractor, not by CN Rail, as required for a specific worksite:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Head protection</td> <td style="width: 50%;"><input type="checkbox"/> Skin protection</td> </tr> <tr> <td><input type="checkbox"/> Respiratory protection</td> <td><input type="checkbox"/> Hazard-specific gloves/clothing</td> </tr> <tr> <td><input type="checkbox"/> Hearing protection</td> <td><input type="checkbox"/> Trenching/shoring equipment</td> </tr> <tr> <td><input type="checkbox"/> Foot/leg protection</td> <td><input type="checkbox"/> Fall Arrest equipment</td> </tr> <tr> <td><input type="checkbox"/> Eye Protection</td> <td><input type="checkbox"/> Emergency rescue/extraction equipment</td> </tr> <tr> <td><input type="checkbox"/> Visible vest CSA class 2</td> <td><input type="checkbox"/> Other</td> </tr> </table> Comments: _____	<input type="checkbox"/> Head protection	<input type="checkbox"/> Skin protection	<input type="checkbox"/> Respiratory protection	<input type="checkbox"/> Hazard-specific gloves/clothing	<input type="checkbox"/> Hearing protection	<input type="checkbox"/> Trenching/shoring equipment	<input type="checkbox"/> Foot/leg protection	<input type="checkbox"/> Fall Arrest equipment	<input type="checkbox"/> Eye Protection	<input type="checkbox"/> Emergency rescue/extraction equipment	<input type="checkbox"/> Visible vest CSA class 2	<input type="checkbox"/> Other
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<input type="checkbox"/> Respiratory protection	<input type="checkbox"/> Hazard-specific gloves/clothing											
<input type="checkbox"/> Hearing protection	<input type="checkbox"/> Trenching/shoring equipment											
<input type="checkbox"/> Foot/leg protection	<input type="checkbox"/> Fall Arrest equipment											
<input type="checkbox"/> Eye Protection	<input type="checkbox"/> Emergency rescue/extraction equipment											
<input type="checkbox"/> Visible vest CSA class 2	<input type="checkbox"/> Other											
PART 4 – SAFETY PROCEDURES & TRAINING												
<p>As necessary, at specific work sites, the Contractor is responsible for:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Documented Safety Plan/Program</td> <td style="width: 50%;"><input type="checkbox"/> Confined Space Entry Permit</td> </tr> <tr> <td><input type="checkbox"/> Confined Space Entry procedures training</td> <td><input type="checkbox"/> Working alone communication protocols</td> </tr> <tr> <td><input type="checkbox"/> De-energizing /Blanking procedures</td> <td><input type="checkbox"/> WHMIS compliance training</td> </tr> <tr> <td><input type="checkbox"/> Lockout/Tagout procedures</td> <td><input type="checkbox"/> Hazard containment procedures</td> </tr> <tr> <td><input type="checkbox"/> Hot Work and/or Dig Permit(s)</td> <td><input type="checkbox"/> Noise reduction within buildings</td> </tr> <tr> <td><input type="checkbox"/> On site Standard First Aid Qualification</td> <td><input type="checkbox"/> Other _____</td> </tr> </table> Comments: _____	<input type="checkbox"/> Documented Safety Plan/Program	<input type="checkbox"/> Confined Space Entry Permit	<input type="checkbox"/> Confined Space Entry procedures training	<input type="checkbox"/> Working alone communication protocols	<input type="checkbox"/> De-energizing /Blanking procedures	<input type="checkbox"/> WHMIS compliance training	<input type="checkbox"/> Lockout/Tagout procedures	<input type="checkbox"/> Hazard containment procedures	<input type="checkbox"/> Hot Work and/or Dig Permit(s)	<input type="checkbox"/> Noise reduction within buildings	<input type="checkbox"/> On site Standard First Aid Qualification	<input type="checkbox"/> Other _____
<input type="checkbox"/> Documented Safety Plan/Program	<input type="checkbox"/> Confined Space Entry Permit											
<input type="checkbox"/> Confined Space Entry procedures training	<input type="checkbox"/> Working alone communication protocols											
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<input type="checkbox"/> Lockout/Tagout procedures	<input type="checkbox"/> Hazard containment procedures											
<input type="checkbox"/> Hot Work and/or Dig Permit(s)	<input type="checkbox"/> Noise reduction within buildings											
<input type="checkbox"/> On site Standard First Aid Qualification	<input type="checkbox"/> Other _____											
PART 5 – REQUIRED CONTRACTOR SAFETY INFORMATION												
The Contractor shall provide the following information to the Contract Authority Point of Contact												

Proof of Safety Training & Qualifications	<input type="checkbox"/> Received	<input type="checkbox"/> N/A
Proof of WHMIS Training:	<input type="checkbox"/> Received	<input type="checkbox"/> N/A
Contractor Safety Program:	<input type="checkbox"/> Received	<input type="checkbox"/> N/A
List of hazardous chemicals and materials, with copies of MSDS, that will be brought on-site:		
	<input type="checkbox"/> Received	<input type="checkbox"/> N/A

PART 6 - OH&S HAZARD INTERVENTION PROCESS

The General/Lead Contractor is responsible for ensuring:

- The safety of employees and/or subcontractor employees
- Regulatory compliance
- Fire protection equipment on site
- Provision and proper placement of warning signs and barricades, where required
- Required work permit(s) are provided to appropriate personnel
- General housekeeping maintains the highest possible standard
- CN Rail Employees, equipment, materiel and property are not placed at risk

PART 7 - SITE INSPECTIONS

The CN Rail Representative assigned to the contract and CN Rail Safety Specialist may conduct OH&S inspections of the contractor's work area.

The CN Rail Representative assigned to the contract and, where necessary, CN Rail Safety Specialist, are authorized to order the immediate suspension of Contractor work, at the Contractor's liability, if a job site or a task is deemed 'Immediate Danger to Life or Health' (IDLH), until corrected.

Submitted by (please print):	
Submitted by (signature):	
Submitted date (dd-mon-yyyy):	
Received by (please print):	
Received by (signature):	
Received date (dd-mon-yyyy):	

APPENDIX B RIGHT OF ENTRY FORM

RIGHT OF ENTRY

General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the Canada Business Corporations Act) to whose property this Right of Entry relates.

2. This Agreement is entered into as of this _____ day of _____, 20____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Company Name] _____ ("Company"), having a place of business at [Address] _____.

3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, authorization and consent to enter upon the property described under Schedule "A" hereto (the "Railroad property") for the sole purpose described under Schedule "A" hereto. This Right of Entry shall only extend to such actions as are necessary or required to fulfill the purpose described under Schedule "A" hereto.

4. This Right of Entry shall terminate forthwith upon expiration of the term noted in Schedule "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.

5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:

5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;

5.2. For the purposes hereof, the following expressions shall have the meanings hereinafter noted:

5.2.1. "Applicable Laws" means the applicable and enforceable statutes, regulations, policies, directives, orders, approvals and other legal requirements of an Authority or of the common law in effect from time to time, including, without limitation, those, together with the guidelines of an Authority, relating to the protection, conservation or restoration of the natural environment;

5.2.2. "Authority" means the federal, provincial, municipal, state, county and, generally local governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at law or by or under a statute;

5.3. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation eRailsafe, Contractor Orientation (as the case may be).

5.4. Take due precautions against injury and damage to persons or property located upon said Railroad property; and

5.5. Unless otherwise agreed to, return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Company, and allowing Company a reasonable amount of time to return the Railroad property to the same condition, may do so at Company's sole cost and expense.

Work

6. Any work carried out by Company shall be carried out at those locations described in Schedule "A" or shown on the Plan attached hereto as Schedule "B" and, as the case may be, in the manner described therein."

7. Company agrees to advise Railroad's representative identified in Schedule "A" hereto (the "Representative") or such other representative designated from time to time by Railroad as to the dates and times when the work will be conducted on Railroad property and to provide him with at least ten (10) working days advance notice before entering upon Railroad property to commence any work or for any other purpose. Unless otherwise agreed to in writing, Company agrees to assume the costs of engineering services, Railroad's Representative's costs and its designee, signal locates, flagman, track labor and all other associated costs incurred by Railroad. Railroad shall, at its option, invoice Company directly for such costs or, if any of those services have been provided by a third party, Railroad may direct such third party to invoice directly Company, in which case Company undertakes and agrees to pay such third party forthwith upon receipt of (i) Railroad's direction to pay such third party; (ii) proper invoice for the relevant services.

8. The Railroad, its employees, agents or representatives shall have the right to view and inspect any activity or work on Railroad's property. If, in the sole opinion of Railroad, any activity or work is undesirable for any safety-related reason, Railroad shall notify Company, its authorized employees, servants, agents or contractors and if appropriate corrective action is not taken, Railroad shall have the right to terminate this Agreement at once.

9. Railroad shall have the right to restrict Company's activity on Railroad's property in any way that Railroad may deem necessary from time to time to assure normal railroad operations or for safety reasons and, after consultation with Company, shall also have the right to require Company, its authorized employees, servants, agents or contractors to comply with Railroad's instructions and take any safety precautions that Railroad may reasonably deem necessary from time to time. No work shall be performed or equipment located within thirty (30) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad, at the Company's expense or as otherwise agreed to in writing. Said work must be arranged no less than ten (10) business days in advance of starting work.

10. Company shall not suffer or permit any construction lien or similar lien to be filed or registered against Railroad property. If such a lien shall at any time be filed or registered, Company shall forthwith procure its discharge at its sole costs and expenses. Railroad shall

have the right, if Company fails to forthwith procure such discharge, to discharge any lien filed or registered at any time against Railroad property, and any amount paid by Railroad in so doing together with all reasonable costs and expenses of Railroad including its legal fees and costs shall be paid to Railroad by Company on demand.

Confidentiality

11. Company covenants and agrees that any information of whatsoever nature (whether such information is written, verbal or otherwise), relating to Railroad, its operations, properties, business, assets, liabilities and financial condition (together with any and all memoranda, notes, reports, documents based upon and relating to such information, all copies and extracts thereof and all studies and data prepared on the basis of such information), is strictly confidential and Company represents and warrants that neither Company nor those for whom it is responsible at law will release the reports or any of the information contained therein (including to any Authority), without the express written consent of Railroad, and Company shall refuse all requests for such reports or information in the absence of Railroad's express written consent, unless compelled to do so by competent judicial or administrative authority and only to the extent that (i) Company gives Railroad timely notice of any proceeding and/or hearing related thereto; and (ii) Company has taken no action that would hinder Railroad from seeking a protective order to prevent such disclosure of its confidential information. Company further undertakes and agrees to share with Railroad, at no cost to Railroad, any and all conclusions, studies, reports or data incorporating, based upon or relying on any such information.

Indemnity

12. Company shall indemnify and hold harmless Railroad from any losses, liens, damages, liability, and expenses ("Damages") incurred by Railroad arising from Company's, or its employees, agents, contractors or sub-contractors', breach of its obligations or warranties under this Right of Entry; any third party claims associated with or arising under this Right of Entry; or Company's access to Railroad's or Railroad's affiliates' premises. In the event that Railroad has incurred Damages, Railroad shall notify Company and Company shall indemnify Railroad for the Damages and defend and hold harmless Railroad against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Railroad, which consent shall not be unreasonably withheld.

Insurance

13. Company, its contractors or any sub-contractors shall each provide and keep in force and effect throughout the term of this Right of Entry such insurance, in amounts and for risks as Railroad may prescribe from time to time including, if applicable, the kinds and minimum amounts of insurance set out under Schedule "C" – "General requirements".

14. If Company, its contractors or any sub-contractors shall perform sub-surface work, Company, its contractors or any sub-contractors shall also provide and keep in force and effect throughout the term of this Right of Entry the additional insurance specified under Schedule "C" – "Sub-Contractor Insurance Coverage".

The Company, its contractors or any sub-contractors will not enter Railroad property without having obtained a certificate certifying that they have obtained all of the insurance coverage required hereunder. The Railroad may at any time require the Company to furnish said certificate and failure to so may result in removal from Railroad property, cancellation of

agreement and other consequences including without limiting damages or consequential losses resulting from the non-completion of the work, as Railroad may determine. Said insurance shall state that no material changes will be made to the policies unless Railroad is given a prior written notice of thirty (30) days before such change or cancellation. Any insurance coverage required under the terms and conditions of this contract shall in no manner restrict or limit the liabilities assumed by Company nor shall they release Company from any of its obligations under this contract.

Exceptions

15. Any exception or variation to the terms and conditions of this Right of Entry shall be specifically identified in Schedule "A" hereto. No such exception or variation shall be binding upon Railroad unless Schedule "A" is properly initialed by Railroad's duly authorized representative(s).

Miscellaneous

16. Company shall not have the right to transfer and/or assign this Right of Entry or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.

17. All notices provided for under this Right of Entry shall be in writing and sent by pre-paid registered mail, fax or hand-delivered to the other party at the addresses herein first noted or at such other address as either party may notify the other from time to time.

Such notices, if given by mail, shall be deemed to have been received on the third business day following the postage thereof; if by fax or hand delivery, at the date and time the fax is sent or the hand delivery is made.

18. Either party's exercise or failure to exercise any rights under this Agreement shall not relieve the other party of any responsibility under this Agreement.

19. In the event of conflict between the terms hereof and the terms of any other agreement between Railroad and Company, the most stringent standards and conditions shall govern.

20. This Right of Entry shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Schedule "A" hereto.

The parties have executed this Agreement this _____ day
of _____ 20____.

RAILROAD

Signed: _____

Print Name: _____

Title: _____

COMPANY

Signed: _____

Print Name: _____

Title: _____

APPENDIX C SCHEDULE A

Railroad Property

Limited Access Purpose For the limited purpose of _____ [insert detailed description].

Term

A term of _____ [number of days / months / years], beginning on [commencement date] _____ and terminating on _____ [termination date], unless sooner terminated as provided hereunder.

Insurance

General Requirements	None required
(Relief from Insurance Requirements requires prior approval from CN Law Department)	
Sub-Contractor Insurance Coverage	Required

Exceptions/ Variations

(Variation in insurance coverage requires prior approval from Risk Management Department)

Representative

(name and address)

APPENDIX D SCHEDULE C GENERAL REQUIREMENTS

(a) Commercial General Liability insurance in an amount of no less than ten million dollars (\$10,000,000) per occurrence, or such other amounts as Railroad may reasonably require from time to time, combined single limit for bodily/personal injury including death and/or damage to or destruction of property (including loss of use) caused by an accident or an occurrence and also including contingent employers liability, products and completed operations coverage, non-owned automobile liability and contractual liability endorsement specifically granting coverage for all liability assumed under this agreement. This insurance shall name Railroad as additional insured and shall contain cross liability clause and shall specifically include liability for operations within or around railroads and railway tracks; and

[include (b) only for parties performing work]

(b) To the extent Company carries out work on its own behalf or on behalf of Railroad, it shall provide and cause its contractors or its sub-contractors to provide and keep in force and effect throughout the term of this Right of Entry, in addition to the insurance listed above (which, for greater clarity it shall also cause its contractors and sub-contractors to provide and keep in force and effect as aforesaid), the following kinds and minimum amounts of insurance:

- Automobile Liability insurance on all licensed vehicles owned by, hired, leased to or on behalf of the Company's contractor in an amount no less than five million dollars (\$5,000,000) per occurrence.

- Professional Liability insurance to the extent required with limits of not less than \$5,000,000 per claim and a deductible of not more than \$25,000 or for such greater amounts as Railroad may from time to time reasonably require.

- If available in the jurisdiction covered by this Agreement Worker's Compensation insurance in amounts not less than the statutory limits and Employer's Liability in an amount no less than five million dollars (\$5,000,000).

- All Risk Builders Risk Insurance

All risks contractor's equipment insurance covering construction machinery and equipment used by the Sub-Contractor for the performance of the Work, as well as any structures being built or assembled, shall be in a form acceptable to the Contractor and Railroad and shall not allow subrogation claims by the Insurers against the Contractor and Railroad. The policies shall be endorsed to provide the Contractor with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.

[include following only if party is performing sub-surface work]

Additional Insurance Requirements for Sub-Surface Work

(a) Expanded Commercial General Liability Insurance:

The policy is to have a minimum limit of liability of \$5,000,000 and is to contain the following coverages and provisions:

- Personal Injury;

- Broad Form Property Damage;
- Occurrence (not claims made) Format;
- Broad Form Contractual Coverage;
- Product and Completed Operations;
- Unlicensed Vehicles on and off premises owned or controlled by the Owner;
- Non-owned Automobile Insurance;
- Cross Liability and Severability of Interest Clause;
- Owners and Contractors Protective Coverage;
- Named Perils Pollution Coverage
- No XCU exclusions; and
 - Hold harmless and waiver of subrogation against the Contracting Authority and Railway;
 - Insurance shall specifically include liability for operations within or around railroads and railway tracks;
- 30 Day Cancellation clause.

(b) Environmental Impairment Liability Insurance

The policy is to have a minimum limit of liability of \$5,000,000 and must contain the following coverage and provisions:

- Third Party Personal and Bodily Injury;
- Property Damage including Third Party Clean-up Costs;
- Defense Costs;
- Covering Gradual Pollution and Sudden and Accidental Events;
- Covering off site Clean-up Costs;
- Extended Discovery Period - up to two years;
- Coverage not "Site-Specific" but rather covers all operations and locations outlined in the Contract Specifications;
- Covering Wastes and Materials to be recycled, stored, reconditioned or decontaminated, on or off premises Owned or Occupied by the Insured;
- Cross Liability and Severability of Interest Clauses;

- Contractual Liability;
- 30 day Notice of Cancellation; and
- Blanket Contractors Pollution Coverage

APPENDIX E SCHEDULE D UNDERTAKING BY CONTRACTOR

I hereby undertake to respect the attached CN Policies and to ensure that they are respected by my workers, subcontractors and suppliers and visitors.

I also hereby acknowledge that I have received a copy of said documents.

WSIB/CSST EMPLOYER NUMBER:

CONTRACTOR'S NAME:

AUTHORIZED REPRESENTATIVE:

TITLE:

Signature: _____

Date: _____

APPENDIX F SCHEDULE E EMPLOYER INFORMATION SHEET

Contractor information

Name: _____

Address: _____

Telephone (head office): _____

(Work site): _____

(Emergency): _____

Fax (head office): _____

(Work site): _____

Person in charge at work site

Name: _____

Title: _____

Phone: _____

Safety and health representative

Name: _____

Title / Association: _____

Phone: _____

Union representative

Name: _____

Title / Association: _____

Phone: _____

Signature: _____

Date: _____

APPENDIX G EMERGENCY WORK RIGHT OF ENTRY FORM FOR CONTRACTORS

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the Canada Business Corporations Act) to whose property this Right of Entry relates.

2. This Agreement is entered into as of this _____ day of _____, 20____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and _____ ("Company"), having a place of business at _____.

3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, consent to enter upon the property located at: _____ (the "Railroad property") for the sole purpose of _____.

4. This Right of Entry shall terminate forthwith upon expiration on _____, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.

5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:

5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fibre optic cable system or unduly delay the safe passage of Railroad's trains;

5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and

5.3. Take due precautions against injury and damage to persons or property located upon said Railroad property.

5.4. No work shall be performed or equipment located within twenty-five (25) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad or other form of positive protection, (exemptions may apply as authorized by system safety dept).

6. This Right of Entry shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Exhibit "A" hereto.

The parties have executed this Agreement this _____ day of _____ 20____.

RAILROAD

Signed: _____

Print Name: _____

Title: _____

COMPANY

Signed: _____

Print Name: _____

Title: _____

APPENDIX H RIGHT OF ENTRY FORM FOR INVITEES

General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the Canada Business Corporations Act) to whose property this authorization and consent relates.

2. This Agreement is entered into as of this _____ day of _____, 20____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Individual Name] _____ ("Invitee"), residing at [Address]_____.

3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to invitee, authorization and consent to enter upon the property described under Schedule "A" hereto (the "Railroad property") for the sole purpose described under Schedule "A" hereto.

4. This Right of Entry shall terminate forthwith upon expiration of the term noted in Schedule "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Invitee, which notice shall be effective forthwith upon receipt by the Invitee or at such later date indicated by Railroad in the aforesaid notice.

5. The Railroad grants this consent subject to the understanding that Invitee will:

5.1. See that any activities conducted on said Railroad property are done in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;

5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and

5.3. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Invitee, and allowing Invitee a reasonable amount of time to return the Railroad property to the same condition, may do so at Invitee's sole cost and expense.

Indemnity

5.4. Company shall indemnify and hold harmless Railroad from any losses, liens, damages, liability, and expenses ("Damages") incurred by Railroad arising from Company's breach of its obligations or warranties under this Right of Entry; any third party claims associated with or arising under this Right of Entry; or Company's access to Railroad's or Railroad's affiliates' premises. In the event that Railroad has incurred Damages, Railroad shall notify Company and Company shall indemnify Railroad for the Damages and defend and hold harmless Railroad against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Railroad, which consent shall not be unreasonably withheld.

Miscellaneous

6. The invitee shall not have the right to transfer and/or assign this Right of Entry or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.

7. This Right of Entry shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Schedule "A" hereto.

The parties have executed this Agreement this _____ day
of _____ 20_____.

RAILROAD

Signed: _____

Print Name: _____

Title: _____

COMPANY

Signed: _____

Print Name: _____

Title: _____

