

# **CN Guidelines Regarding Access to Workplace**

## **Introduction**

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

Included is a letter to all employees from CN's Chief of Police & Chief Security Officer outlining CN's requirements for access to CN property and right-of-way. Also included is a table outlining the specific measures and control procedures to access various workplaces, copies of the liability forms, safety instructions, and a letter of introduction.

All CN management employees, are expected to read these guidelines and abide by their contents.

## **Message to all Employees, Contractors, and Sub-Contractors:**

**Subject: Access to CN Workplace**

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, and 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 company property or prior to commencing work.

Although the process to apply company 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.

Stephen Covey  
Chief of Police and Chief Security Officer

## ACCESS TO CN WORKPLACE REQUIREMENTS AND MANDATORY DOCUMENTATION

### 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. Examples: minor photocopy repair, plumbing or electrical work.</p>	<ul style="list-style-type: none"> <li>• Must sign the Right of Entry form</li> <li>• Must provide insurance as indicated in the Right of Entry form</li> <li>• Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel"</li> <li>• Must be <u>eRailsafe or Contractor Orientation certified as the case may be</u></li> <li>• 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)</li> </ul> <p>Note: Contractors accessing CN workplace on a repeat basis must sign the Right of Entry Form on an annual basis, but a process requiring the establishment of a check-in procedure for each visit must be created.</p>	<ul style="list-style-type: none"> <li>• Right of Entry Form</li> <li>• Provide certificate of insurance</li> <li>• Safety Guidelines For Contractors And Non-CN Personnel</li> <li>• Certification under eRailsafe or Contractor Orientation</li> </ul>
Contractors required by CN for Emergency Work (e.g., local contractors used for derailment clean-up)	<ul style="list-style-type: none"> <li>• Must sign Emergency Work Right of Entry Form</li> <li>• Must be given a safety briefing</li> <li>• Must be under supervision of CN Officer</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency Work Right of Entry Form for Contractors</li> </ul>
Visitors and Invitees	<ul style="list-style-type: none"> <li>• Authorization must be obtained from CN Officer</li> <li>• Must be given visitor badge/ID card (or sign-in with senior officer in sites such as derailments)</li> <li>• Must be under the supervision of CN employee in charge and comply with all instructions</li> <li>• Must be given safety briefing by CN employee in charge</li> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Visitor badge/ID card</li> <li>• Right of Entry Form for Invitees</li> </ul>
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))	<ul style="list-style-type: none"> <li>• Must present Inspector/ Investigator ID card</li> <li>• Must be given Safety Briefing where applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Regulatory ID card</li> </ul>

### **Access to Non-Operated CN Property & Facilities**

<b>TYPE OF ACCESS</b>	<b>REQUIREMENTS</b>	<b>DOCUMENTATION</b>
Any party hired by CN and entering non-operated CN Right-of-way	<ul style="list-style-type: none"> <li>• Must sign the Right of Entry form</li> <li>• Must provide insurance as indicated in the Right of Entry form</li> <li>• Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel"</li> <li>• Must be <u>eRailsafe certified</u></li> <li>• 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)</li> </ul>	<ul style="list-style-type: none"> <li>• Right of Entry Form</li> <li>• Provide certificate of insurance</li> <li>• Safety Guidelines For Contractors And Non-CN Personnel</li> <li>• Certification under eRailsafe</li> </ul>
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	<ul style="list-style-type: none"> <li>• Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel"</li> <li>• 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)</li> <li>• No Right of Entry form required</li> <li>• May be required to be certified under Contractor Orientation depending on the work to be performed.</li> </ul>	<ul style="list-style-type: none"> <li>• Safety Guidelines For Contractors And Non-CN Personnel</li> </ul>
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	<ul style="list-style-type: none"> <li>• Must sign the Right of Entry form</li> <li>• Must provide insurance as indicated in the Right of Entry form</li> <li>• Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel"</li> <li>• 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)</li> <li>• May be required to be certified under Contractor Orientation depending on work to be performed.</li> </ul>	<ul style="list-style-type: none"> <li>• Right of Entry Form</li> <li>• Provide certificate of insurance</li> <li>• Safety Guidelines For Contractors And Non-CN Personnel</li> </ul>

### **Access to Equipment Locomotives**

<b>TYPE OF ACCESS</b>	<b>REQUIREMENTS</b>	<b>DOCUMENTATION</b>
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))	<ul style="list-style-type: none"> <li>• Must present Inspector/ Investigator ID card</li> <li>• RTC must be informed of all passengers other than on-duty train crew</li> <li>• Must be given Safety Briefing where applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Regulatory ID card</li> </ul>
Off-Duty Train Crews	<ul style="list-style-type: none"> <li>• Must contact CMC/Traffic Coord. or RTC (if entraining en-route) to confirm availability of room on locomotives</li> <li>• Must show CN ID card to train crew upon boarding</li> </ul>	<ul style="list-style-type: none"> <li>• CN ID card</li> </ul>
CN Employees In Line of Duty (Other than Train Crews)	<ul style="list-style-type: none"> <li>• Must present locomotive pass upon boarding</li> <li>• Letter of Introduction to conductor encouraged where possible for CN employees performing special studies, etc.</li> <li>• RTC must be informed of all passengers other than on-duty train crew</li> </ul>	<ul style="list-style-type: none"> <li>• Locomotive pass</li> <li>• Letter of Introduction</li> </ul>

Visitors (Invited Guests, CN Employees not in Line of Duty)	<ul style="list-style-type: none"> <li>• Must present signed Letter of Introduction to conductor indicating V.P. (or delegate) approval.</li> <li>• Must have signed Right of Entry Form for Invitees</li> <li>• Must be given safety briefing</li> <li>• RTC must be informed of all passengers other than on-duty train crew</li> </ul> <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"> <li>• Letter of Introduction or temporary locomotive pass</li> <li>• Right of Entry Form for Invitees</li> </ul>
Visitors (Job Shadowing Students)	<ul style="list-style-type: none"> <li>• Not permitted</li> </ul>	
Emergency Situations	<ul style="list-style-type: none"> <li>• RTC to contact train crew to arrange for identification and pickup of passenger(s)</li> <li>• Train crew to confirm pick-up with RTC</li> </ul>	

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.

#### Test Cars, Work Equipment, HI- Rail Vehicles, Other Vehicles on Track or Right of Way

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
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))	<ul style="list-style-type: none"> <li>• Must present Inspector/ Investigator ID Card</li> <li>• Must be given safety briefing where applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Regulatory ID Card</li> </ul>
Visitors (guests, invitees, including CN employees not in line-of-duty)	<ul style="list-style-type: none"> <li>• Must present signed Letter of Introduction to Equipment operator indicating V.P. approval (or Delegate)</li> <li>• Must have signed Right of Entry Form for Invitees</li> <li>• Must be given safety briefing by CN Employee in charge</li> </ul>	<ul style="list-style-type: none"> <li>• Letter of Introduction</li> <li>• Right of Entry Form for Invitees</li> </ul>
Job Shadowing Students	<ul style="list-style-type: none"> <li>• Not Permitted</li> </ul>	
Emergency Situations	<ul style="list-style-type: none"> <li>• RTC to contact Equipment operator to arrange for identification and pickup of passenger(s)</li> <li>• Equipment operator to confirm pick-up with RTC</li> </ul>	

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

TYPE OF ACCESS	PROCEDURES	DOCUMENTATION
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))	<ul style="list-style-type: none"> <li>• Must present Inspector/ Investigator ID card</li> <li>• Must be given safety briefing where applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Regulatory Id Card</li> </ul>
Visitors (guests, invitees, including CN employees not in line-of-duty)	<ul style="list-style-type: none"> <li>• Must be authorized by appropriate CN Officer</li> <li>• Must be given safety briefing</li> <li>• Equipment must be operated by the proper CN Employee at all times</li> </ul>	

\* Exemption may apply to certain company vehicles

## **Related Documents**

**Section A: RIGHT OF ENTRY FORM"**

- Schedule A
- Schedule B "Plan(s)"
- Schedule C "General Requirements"
- Schedule D "Undertaking by Contractor"
- Schedule E "Employer Information Sheet"

**Section B: SAFETY GUIDELINES FOR CONTRACTORS AND NON-CN PERSONNEL**

**Section C: EMERGENCY WORK RIGHT OF ENTRY FORM FOR CONTRACTORS**

**Section D: RIGHT OF ENTRY FORM FOR INVITEES**

**Section E: SAMPLE LETTER OF INTRODUCTION**

## **SECTION A**

### **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: \_\_\_\_\_

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.

<b>Insurance</b>	General Requirements	None required
	(Relief from Insurance Requirements requires prior approval from CN Law Department)	<input type="checkbox"/>
	Sub-Contractor Insurance Coverage	Required
		<input type="checkbox"/>

**Exceptions/  
Variations** \_\_\_\_\_  
(Variation in insurance coverage requires prior approval from Risk Management Department) \_\_\_\_\_  
\_\_\_\_\_

**Representative** \_\_\_\_\_  
(name and address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Schedule B  
Plans  
(Appended hereto)  
\*\*\*\*\*

## 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

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:
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CONTRACTOR'S NAME:
--------------------

AUTHORIZED REPRESENTATIVE:
----------------------------

TITLE:
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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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:** \_\_\_\_\_

## **SECTION B**



### **SAFETY GUIDELINES FOR CONTRACTORS AND NON-CN PERSONNEL**

#### **Introduction**

This document is a condensed version of CN's mandatory safety training for Contractors and non-CN personnel. It should be noted that this document is not a substitute for the mandatory safety training for Contractors and non-CN personnel. For the purposes of this document "Contractor" may also apply to individuals on CN property, whether under contract to CN or not.

These guidelines are not to be considered as a substitute for the applicable government regulations. These guidelines are the minimum requirement and must be exceeded where the hazard or government regulations warrant.

It is not possible to deal with every hazard in this one document. These guidelines are to be employed in conjunction with Government Acts, Regulations, local Ordinances, CN Safety Rules and Standards, and good judgment to facilitate the safe completion of the work.

Additional information regarding safe work practices may be included in contract documents and specifications. In the event of a discrepancy between these guidelines and the contract, the contract shall govern.

#### **GENERAL RULES AND INFORMATION**

***"Expect the movement of a train, engine, rail car or track unit at any time, on any track, in either direction. Protect yourself and others from the movement of trains, engines, railcars and track units and do not expect them to stop."***

If any situation arises which affects the safe movement of trains, CN must be contacted immediately at:

**1-800-465-9239.**

Alternatively, contact CN's Network Operations Centre in Edmonton at:

**1-800-661-3963.**

Before any digging is performed on CN property, proper clearance and instructions must be obtained through the Information Technology Command Centre (ITCC Network Management Centre) at:

**1-800-661-3687 or 1-800-NO1-FOTS.**

***In an emergency, any object waved violently by anyone on or near the track is a signal for trains to stop.***

Violation of CN's *mandatory Contractor Safety training* or contravention of these guidelines may result in the immediate removal of the Contractor or the offending personnel from CN property.

## **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. Supplementary instructions may be issued by CN representatives from time to time.

## **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. A record must be kept of such briefings by the Contractor's responsible person at the work site. 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. The CN Protecting Foreman is concerned only with the safe movement of trains and will not be responsible for the safety of the Contractor, the Contractor's personnel or the Contractor's equipment.
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 before 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. In Canada, the defined heel must be a minimum of 9 mm (3/8 inch) and shall not exceed 25 mm (1 inch). In the US, the defined heel must be a minimum of 12 mm (1/2 inch and shall not exceed 25mm (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.
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"*.
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.



## **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 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.

## **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 5 (15 feet) meters of the nearest rail has stopped working and operators have left their equipment.
- 5 All off-track equipment more than 5 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 have been immobilized and the boom is parallel to the railway track(s), and clear of the nearest rail be 5 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.

## **POLICY TO PREVENT WORKPLACE ALCOHOL AND DRUG PROBLEMS**

### **Policy standards**

- 1 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.

### **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.

### **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 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.

### **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.

### **Explosives**

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

### **Vehicles**

Contractor's vehicles on the site must be in safe operating condition. 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.

### **Smoking in the Workplace**

Smoking is not permitted in any CN interior workplace or motor vehicle.

## **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 site.

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.

## **Emergency Evacuation Procedures**

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

## **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

## **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.

## **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.

## **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.

## **Summary**

In conclusion, CN requires the full cooperation of the Contractor and the Contractor's employees with these guidelines and all other applicable regulations. Should there be any doubt as to the meaning or interpretation of these guidelines, consult with the CN representative responsible for the worksite.

## **Contractor Acknowledgement**

Contractor/Sub-contractor personnel must read and understand CN's *"Safety Guidelines for Contractors and Non-CN Personnel"*. The Contractor/Sub-contractor must follow the appropriate Contractor Safety training.

**SECTION C**

**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: \_\_\_\_\_

**SECTION D**

**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: \_\_\_\_\_

Schedule A

**Railroad Property**

*(indicate if access is for property, locomotives or other equipment)*

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**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.

**Representative**

(name, title and address)

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**SECTION E**

**SAMPLE LETTER OF INTRODUCTION**

*Appropriate VP letterhead*

*Date xxxxx*

To: *(Train Crews between Melville & Winnipeg) or  
(Superintendent - MacMillan Yard)*

This is to advise you that \_\_\_\_\_ *(name of Licensee)* \_\_\_\_\_ has been granted permission to *(ride trains between Point A and Point B)* for the purpose of *(collecting data on locomotive cab conditions)* or *(performing audits)*.

This **approval** is for the period from *Date A* to *Date B*.

This **approval** is contingent on the following conditions:

- *must be given a full safety briefing*
- *crew must inform RTC when visitor is riding on a train*

Should there be any questions regarding this permission, contact *Jane Smith* at \_\_\_\_\_.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_