

# **Appendix 'B'**

## **CN GUIDELINES**



**Engineering Services  
Prairie Division**

M Building Regional Engineering  
Box 1620 – 821 Lagimodiere Blvd.  
Winnipeg, Manitoba R3C 2Z6  
Ph : (204)-231-7805  
Fax: (204) 231-7998

**WORK PERMIT**

<i>For Railway Use Only:</i>	
Mile:	—
Sub:	_____
Location:	—
File No.:	—
CTA:	Y <input type="checkbox"/> N <input type="checkbox"/>

**A: INSTRUCTIONS & PERMIT FEE**

Complete the Work Permit as follows:

1. Complete the Applicant Information, Section B, on pages 1 and 2.
2. Initial pages 1 through 6 at the bottom of each page.
3. Complete the Right of Entry Form for Contractors, on pages 7, 8, and 9.

Return the following:

1. Pages 1 through 9 of the completed Work Permit.
2. Proof of Insurance, as per Clause 8 of the Right of Entry Form, in force and in effect throughout the term of the Work Permit.

The permit fee, in the amount of **\$350.00** (plus GST) (HST where it applies) is due with this application. GST Registration Number 10076 8779 RT0001, Payable to Canadian National Railway Company.

Upon receipt of the signed documents, CN will provide contact names and numbers to the Applicant to arrange CN flagging and locates.

**B: APPLICANT INFORMATION**

COMPANY:, ADDRESS,PHONE NO.,FAX NO.,FIELD CONTACT, MOBILE PHONE:,EMAIL ADDRESS:

1. DESCRIPTION & LOCATION OF WORK (include details of all excavations on/adjacent to CN right-of-way):

**WARNING** - CN right-of-way contains buried communication, power and fibre optic lines. Cable locates by CN Signals and Communications personnel and implementation of appropriate protective measures are mandatory prior to all excavations.

2. DATE(S) WORK TO BE PERFORMED:

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Note: Actual date(s) of work will be dependent upon availability of CN flagging and cable locates / protection.

**C: FLAGGING AND CABLE LOCATE / PROTECTION COSTS:**

The cost of CN flagging and CN signal locates/protection is the responsibility of the Applicant and will be based on actual time on site, as per the following hourly rates:

	Outside Company:		Regulatory Work:	
<b>Flagging</b>	\$100/regular hour	\$135/ overtime hour	\$70/regular hour	\$95/overtime hour
<b>Signal locates</b>	\$95/regular hour	\$125/overtime hour	\$72/regular hour	\$92/overtime hour

5-10 Working days notice required for flagging/signals protection.

- One-half (1/2) hours will be charged as a full hour and will not be prorated.
- A minimum 24 hours notice is required for cancellation of these services.
- Cable locates are valid for thirty (30) days only.
- It is the responsibility of the Applicant to arrange for protection and locates of all other company's utilities, **including Bell Canada (360 Networks) (CALL BEFORE YOU DIG Centre: 1-877-865-6193).**

**D: SAFETY GUIDELINES FOR CONTRACTORS AND NON CN PERSONNEL**

Introduction

The objective of this handbook is to outline CN's Safety Guidelines 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 handbook. These guidelines are to be employed in conjunction with Government Acts, Regulations, local Ordinances 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.

CN Safety and Health Policy

The Contractor's attention is drawn to the following excerpts from CN's "Safety and Health Policy":

1. Take all reasonable measures to ensure the protection of employees, customers, property, and the general public.
2. Address promptly all environmental and safety concerns.
3. Analyze all accidents or incidents resulting in, or having potential for, loss or injury, and take remedial action promptly to prevent recurrence.
4. Require all persons granted access to Company property to comply with applicable Safety and Loss Control policies, standards, and procedures.
5. Provide employees with appropriate training to enable them to work safely.

6. Contractor's employees or subcontractors performing work within the CN right-of-way must familiarize themselves with CN's Contractor Safety Package, complete a Contractor Orientation Course and must be registered on the Contractor Completion Database which can be found at the following website: <http://www.contractororientation.com>

CN's safety policy is premised on the following:

- To work in a safe manner is a condition of employment;
- All accidents or incidents resulting in loss or injury are preventable;
- It is possible to eliminate or safeguard all operating conditions that may result in injury, property damage, and loss of process;
- Employees will be provided with appropriate training to enable them to work safely;
- Employees and management will work jointly in efforts to promptly resolve and improve safety and health conditions in the workplace;
- No task, no matter how important or urgent, will be done unless it can be done safely.

*"Employees at all levels of the organization are empowered to stop operations that constitute a danger to themselves or a fellow employee."*

#### 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 Operations Management Control Centre in Edmonton at:

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

***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 "Safety and Health Policy" 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 shall become familiar with CN's Safety and Health Policy as well as all applicable regulations and shall ensure compliance by workers at the job site. Supplementary instructions may be issued by CN representatives from time to time.

#### Instructions

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 and/or Waivers ).
2. Periodic 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.
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 ten (10) meters of the nearest rail except in the presence of a CN flagperson. CN flagpersons are 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. Equipment operating within ten (10) meters of the nearest rail must come to a complete stop prior to the passage of engines, railcars, or track units.
6. No vehicle or heavy equipment may be situated or moved closer than four (4) meters from the nearest rail unless a CN flagperson has placed a block on train movements.
7. Upon the passage of a train, Contractor's personnel shall stand no closer than six (6) meters from any switch stand and, if possible, on the opposite side of the track.
8. Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
9. Contractor's personnel shall not cross a track within six (6) meters of standing railway equipment.
10. 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.
11. 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 footwear, (protective footwear shall meet or exceed CSA Z195 and/or ANSI 41.1, shall cover and support the ankle and have a defined heel a minimum of 13 mm (1/2 inch) and shall not exceed 25 mm (1 inch), boots must be equipped with laces, which must be laced to the top and tied) safety glasses (prescription glasses shall be governed by the standards set out in CSA Z94.3, or as required in applicable legislation, lenses shall be plastic or polycarbonate and glasses shall be equipped with property fitting side shields conforming to the size and shape of the lenses) and reflective apparel. Contractor's personnel inside company vehicles or work equipment, with the windows open, must wear safety glasses and safety boots at all times. Appropriate clothing shall be worn (pants shall be ankle length and shirts shall cover the torso and have at least ¼ length sleeves). Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
12. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
13. "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules".
14. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
15. Contractor's personnel shall immediately abide by instructions from CN personnel.

#### Alcohol and Other Drugs

Contractor's personnel will be bound by the provisions of CN's "Policy On Alcohol And Other Drugs" while on CN property. All employees are required to report and remain fit for duty, free of the negative effects of alcohol and other drugs. It is prohibited to be on duty or to be in control of a vehicle or equipment while under the influence of alcohol or other drugs, including the after-effects of such use.

1. Policy Standards: The Contractor is to ensure that all employees and employees of sub-contractors adhere to the following standards when on CN business or premises:
  1. No use, possession, distribution, offering or sale of illegal drugs or drug paraphernalia.
  2. No use, possession, distribution, offering or sale of alcohol.
  3. Responsible use of prescribed and over-the-counter medications.

4. No trafficking, distribution, offering or sale of prescription medications.
  5. Report fit for duty and remain fit for duty.
2. Policy Violation Procedures: Where a CN representative has reasonable grounds to believe any individual in the employ of the Contractor is on duty in an unfit condition, or where during the preliminary phase of an investigation an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident:
1. The Contractor will be notified.
  2. The Contractor will be required to conduct the individual(s) to a safe place.
  3. The Contractor will be expected to investigate the situation.
  4. The Contractor must satisfy CN that there was not a policy breach.
  5. The individual(s) will not be allowed to return to any position with CN without the written permission of a CN official and will be required to adhere to any conditions regarding their return.
3. Consequences of Violation: Failure of the Contractor, its employees or sub-contractors to meet these standards will be considered a breach of contract.

Firearms

Firearms on CN property are strictly prohibited except where Contractors are authorized to do so in the performance of duties or those given special permission by an authorized officer.

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

Smoking in the Workplace

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

Security

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

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 24 hours. All such incidents will be fully investigated by the Contractor.

The Contractor shall subsequently provide a written report to CN 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

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.

### Personal Identification

When not accompanied by a CN representative, Contractor's personnel shall carry an identification card on their person. Such identification card will be issued by the Contractor and will be of standard business card size (3-1/2" X 2"). It will contain the following information:

1. Contractor's name, address and telephone number,
2. CN representative responsible for the job,
3. Employee's full name and personal identification details ( e.g. Driver's License No. )
4. Name of Contractor's representative issuing the card.

### Audio and Visual Recording Equipment

Cameras and audio-visual equipment are not permitted on CN property without prior approval.

### 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.

Where any individual(s) in the employment or under the responsibility of the Contractor, or Sub-Contractor, is in violation of CN's safety rules, policies, standards, or procedures, or instructions / direction given by CN personnel, the Contractor shall be assessed a \$5,000 penalty, per incident. This shall result in the immediate removal of the Contractor, and/or the offending personnel from CN property, stoppage of all work within the CN right-of-way, and closure of the site until the situation is corrected. Repeat offences shall result in the Contractor being prohibited from continuing all contract work within the ROW and from working on CN property in the future.

**E: RIGHT OF ENTRY FORM FOR CONTRACTORS**

**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 [date] 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 Exhibit "A" hereto (the "Railroad property") for the sole purpose described under Exhibit "A" hereto.
4. This Authorization and Consent shall terminate forthwith upon expiration of the term noted in Exhibit "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Authorization and Consent 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. 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 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.
6. 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. Said work must be arranged no less than five-ten (5-10) days in advance of starting work.

**Indemnity**

7. Company agrees to indemnify and save harmless Railroad, its affiliates and associates and their employees, servants, and agents (collectively the "Indemnitee") from and against claims, demands, suits, judgments, actions, liens and other encumbrances, settlements, liability, costs and expenses (including, without limitation, court costs, experts' fees and attorneys' fees) when the injury, death, damage, loss or destruction is caused by the breach of contract or warranty, violation of statute, intentional misconduct or negligent act or omission of the Company, its employees, agents, contractors or subcontractors or when such act or omission is the kind for which one is made strictly liable, whether such claim arises in equity, at common law, or by statute, or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault) or property of every kind or character (including Railroad property) ("Claims") and including, without limitation, Claims for personal injury or bodily injury to or death of any person, emotional distress, real and personal property damage and including derivative, consequential, indirect damages and economic loss, and also including, without limitation, Claims arising in favor of or brought by any of Company's employees, agents, contractors or representatives, or by any governmental agency or any other third party. Company shall not, however, be responsible for any such Claims to the extent it is solely caused by the gross negligence or willful misconduct of the Indemnitee.



**Insurance**

**(Required when Company accesses the property with equipment, including vehicles)**

- 8. Company shall provide and keep in force and effect throughout the term of this Authorization and Consent:
  - 8.1. Comprehensive General Liability insurance in an amount of no less than ten million dollars (\$10,000,000), or such greater 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;
  - 8.2. Automobile Liability insurance on all licensed vehicles owned by, hired, leased to or on behalf of the Company in an amount no less than five million dollars (\$5,000,000) per occurrence; and
  - 8.3. 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).
  - 8.4. Company's contractor will not enter Railroad property without having in its possession a certificate certifying that contractor has obtained all of the insurance coverage required hereunder. The Railroad may at any time require the contractor 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.

**Miscellaneous**

- 9. Company shall not have the right to transfer and/or assign this Authorization and Consent or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.
- 10. This Authorization and Consent 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***

(Sign) \_\_\_\_\_  
Utilities Coordinator

***COMPANY***

(Sign) \_\_\_\_\_  
Print Name:  
Title:

**Exhibit A**

**Right of Entry Form For Contractors**

**Railroad  
property:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Limited Access  
Purpose:**

For the limited purpose of \_\_\_\_\_

[Insert detailed description].

**Equipment  
Involved  
(including  
vehicles,  
please list)**

Yes

**Note:** If access to the property involves equipment, including vehicles, Company must provide and keep in force and effect throughout the term of this Authorization and Consent, the insurance set forth under Section 8 hereof.

\_\_\_\_\_

No

\_\_\_\_\_

**Term:**

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

**Company  
Representative:**  
(Name and  
Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Audio and Visual Recording Equipment**

Cameras and audio-visual equipment are not permitted on CN property without prior approval.

**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.

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The undersigned has read and understands these CN "*Safety Guidelines for Contractors and Non-CN Personnel.*"

\_\_\_\_\_  
**Name (please print)**

\_\_\_\_\_  
**Signature**

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



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

### **Introduction**

The objective of this document is to outline CN's Safety Guidelines 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 and Operating Rules 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.

### **CN's Basic Safety Requirements**

The Contractor's attention is drawn to the following highlights from CN's "*Basic Safety Requirements*":

1. Take all reasonable measures to ensure the protection of employees, customers, property, and the general public.
2. Address promptly all environmental and safety concerns.
3. Analyze all accidents or incidents resulting in, or having potential for, loss or injury, and take remedial action promptly to prevent recurrence.
4. Require all persons granted access to Company property to comply with applicable Risk Management policies, standards, and procedures.
5. Provide employees with appropriate training to enable them to work safely.
6. Inspect personal protective equipment (PPE), tools and equipment before use to ensure that they are in good working condition.
7. Contractor's employees or subcontractors performing work within the CN right-of-way must familiarize themselves with CN's Contractor Safety Package, complete a Contractor Orientation Course and must be registered on the Contractor Completion Database which can be found at the following website: <http://www.contractororientation.com>.

#### ***CN's Risk Management policy is premised on the following:***

- to work in a safe manner is a condition of employment/Contract;
- all accidents or incidents resulting in loss or injury are preventable;
- it is possible to eliminate or safeguard all operating conditions that may result in injury, property damage, or other losses;
- employees will be provided with appropriate training to enable them to work safely;
- employees and management must work jointly in efforts to promptly resolve and improve safety and health conditions in the workplace.

## **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 "Risk Management Policy" 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 shall become familiar with CN's Risk Management Policy as well as all applicable regulations and shall ensure compliance by workers at the job site. Supplementary instructions may be issued by CN representatives from time to time.

### **Instructions**

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 Sticker and/or Waivers).
2. Periodic 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.
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 eight (8) meters or approximately twenty-five (25) 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. Equipment operating within eight (8) meters, or approximately twenty-five (25) feet, of the nearest rail must come to a *complete stop* prior to the passage of engines, railcars, or track units.
6. No vehicle or heavy equipment may be situated or moved closer than eight (8) meters, or approximately twenty-five (25) feet from the nearest rail unless a CN Protecting Foreman has placed a block on train movements.

## **Instructions (Cont'd.)**

7. Upon the passage of a train, Contractor's personnel shall stand no closer than six (6) meters, or approximately twenty (20) feet from any switch stand and, if possible, on the opposite side of the track.
8. Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
9. Contractor's personnel shall not cross a track within eight (8) meters, or approximately twenty-five (25) feet, of standing railway equipment.
10. 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.
11. 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 footwear (protective footwear shall meet or exceed CSA Z195 and/or ANSI 41.1, shall cover and support the ankle and have a defined heel a minimum of 13 mm (1/2 inch) and shall not exceed 25 mm (1 inch), boots must be equipped with laces, which must be laced to the top and tied), safety glasses and reflective apparel. Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
12. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
13. "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules".
14. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
15. Contractor's personnel shall immediately abide by instructions from CN personnel.

## **Drug and Alcohol Policy**

Contractor's personnel will be bound by the provisions of CN's "Policy to Prevent Workplace Alcohol and Drug Problems" while on CN property. All employees are required to report and remain fit for duty, free of the negative effects of alcohol and other drugs. It is prohibited to be on duty or to be in control of a vehicle or equipment while under the influence of alcohol or other drugs, including the after-effects of such use.

1. **Policy Standards:** The Contractor is to ensure that all employees and employees of sub-contractors adhere to the following standards when on CN business or premises:
  1. No use, possession, distribution, offering or sale of illegal drugs or drug paraphernalia.
  2. No use, possession, distribution, offering or sale of alcohol.
  3. Responsible use of prescribed and over-the-counter medications.
  4. No trafficking, distribution, offering or sale of prescription medications.
  5. Report fit for duty and remains fit for duty.
2. **Policy Violation Procedures:** Where a CN representative has reasonable grounds to believe any individual in the employ of the Contractor is on duty in an unfit condition, or where during the preliminary phase of an investigation an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident:
  1. The Contractor will be notified.
  2. The Contractor will be required to conduct the individual(s) to a safe place.
  3. The Contractor will investigate the situation.

## **Drug and Alcohol Policy (Cont'd.)**

4. The Contractor must satisfy CN that there has been no policy breach.
  5. If a breach of policy has occurred, the individual(s) will not be allowed to return to any position with CN without the written permission of a CN official and will be required to adhere to any conditions regarding their return.
3. ***Consequences of Violation:*** Failure of the Contractor, its employees or sub-contractors to meet these standards will be considered a breach of contract.

## **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 hand brake must be applied. The operator is responsible for the safety of all passengers and the stability of materials being transported.

## **Smoking in the Workplace**

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

## **Security**

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

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.

## **Personal Identification**

When not accompanied by a CN representative, Contractor's personnel shall carry an identification card on their person. Such identification card will be issued by the Contractor and will be of standard business card size (3-1/2" X 2"). It will contain the following information:

1. Contractor's name, address and telephone number,
2. CN representative responsible for the job,
3. Employee's full name and personal identification details (e.g. Driver's License No.),
4. Name of Contractor's representative issuing the card.

Such personnel shall also have a CN approved sticker (CN Safety Guidelines for Contractors Sticker) affixed to Contractor's personnel hard hat.

## **Audio and Visual Recording Equipment**

Cameras and audio-visual equipment are not permitted on CN property without prior approval.

## **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 sign the proper document to confirm compliance to the above.



## **SAFETY WATCH**

### **DUTIES OF SAFETY WATCH**

The sole duty of safety watch is to protect working personnel through observance of all train and equipment movements and hazards in all directions.

Safety watch **MUST** dedicate his entire attention to this task and must **NEVER** engage in other activities that will detract him from his primary responsibility.

Safety watch must always remain in a position to immediately warn those they are protection of any approaching rail traffic.

Safety watch will ensure that work is stopped and all personnel clear before arrival of train. Work will not start until complete train has passed limits of work area.

### **IMPLEMENTATION**

All members of the crew must ensure that there is a clear understanding of the following with safety briefing prior to start of work:

- The work that is being performed
- Where the Safety watch will be positioned
- How the warning will be given
- Where the workers will clear the approach of rail traffic
- Where tools and equipment will be placed when clearing rail traffic