



# Teamsters Canada Rail Conference

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General Committees of Adjustment  
Canadian Pacific Railway

Dave Fulton  
Bruce Hiller  
General Chairman  
Conductors, Trainmen and Yardmen

Greg Edwards  
Benoit Brunet  
General Chairman  
Locomotive Engineers

September 13, 2014

**VIA EMAIL**

Mr. Peter Edwards  
VP Human Resources & IR CP Rail  
7550 Ogden Dale Road SE  
Calgary, AB T2C 4X9

Mr. Myron Becker  
AVP Labour Relations  
7550 Ogden Dale Road SE  
Calgary, AB T2C 4X9

Dear Sirs,

Attached are the proposals of the Teamsters Canada Rail Conference, in regard to the present round of negotiations, which are not necessarily in contract language.

The Union reserves the right to add to, subtract from, modify, edit, withdraw or otherwise change these proposals as we see fit, up until the time a final Memorandum of Settlement has been achieved.

Yours truly,

Dave Fulton  
General Chairman - CTY West

Greg Edwards,  
General Chairman - LE West

Bruce Hiller  
General Chairman, CTY East

Benoit Brunet  
General Chairman, LE East

CC Tony Marquis  
Guido Deciccio

# 2015 - TCRC – Contract Proposals – September 13, 2014.

**1. Term: To be determined**

**2. Wages:**

- a. General wage increase as determined in the overall settlement applied to all rates of pay including, but not limited to, hourly, daily, weekly, mileage, fixed mileage, flat rates, shift differential, unit rates, mileage allowance, salaried employees, premiums and training/trainer rates increased each year within the term of the agreement.
- b. Establish Gain-share /PIP program and share purchase plan with matching Company contribution.

**3. Quality of Life/Fatigue Management**

- a. Improve and expand the EDO provision including the issues regarding bridging and mileage dates.
- b. Modify held-away articles to provide for escalating payments, auto deadhead and/or call for work.
- c. Rest - Fatigue
  - I. Address on going issue with line ups
  - II. Establish a clause to allow employees in unassigned service the ability to book extended rest, (48hrs), based on accumulated monthly mileage or accumulated shifts.
  - III. Reduce the maximum time Locomotive Engineers, not working as such, are held for work to 12 hours with the ability to book rest in all circumstances when released. Create CMA profile which shows Locomotive Engineers, not working as such, being withheld for work.
  - IV. Employees cancelled at the AFHT will be entitled to book a maximum of 8 hours rest.
  - V. Remove provision of disturbing spare trainmen on rest.
  - VI. Adjust the penalty rest provision to hold turn at bottom of board when booking greater than 24 hours rest.
- d. Implement comprehensive fatigue management plan (FMP) for unassigned freight service including spareboards to provide for assigned working days and days off, time pools and/or extended rest on a terminal by terminal basis.
- e. Cab Conditions
  - I. Address the issue of non-compliant locomotives.
  - II. Establish microwaves and air conditioning as a standard on all locomotives.
- f. Establish and define OLA slots in the Collective Agreement
- g. Establish provisions for paid sick days

**4. Pensions and Retirement Benefits**

- a. Improve the indexing provision for pensioners.
- b. Establish a provision to buy back any lost service, in all circumstances.
- c. Increase existing post-retirement health spending account.
- d. Annual general wage increases to be applied to all pension caps for all service.
- e. Ad hoc pension increase under Pension Rules for those pensioners, and their surviving spouses, who have been retired for 25 years and update CP Pensioners Association website.

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## 5. Benefits

- a. Establish a Company paid supplemental Health Spending Account in addition to benefit plans.
- b. Improve the existing level of Weekly Indemnity Benefit, Dental Benefits, Life Insurance, and Extended Health and Vision Care Benefits coverage.
- c. Company to provide a direct billing benefits card without any loss of benefits.
- d. Periodical Medical examination payment increased to 8 hrs.
- e. Address situations when employees are held out of service by Company managers and OHS and the associated delays in returning to work.
- f. Amend Bereavement leave to provide 5 days bereavement for father-in-law, mother-in-law, brother, sister, step-brother, and step-sister. Amend to provide 3 days bereavement for brother-in-law, sister-in-law, grandchild and step-grandchild.

## 6. Annual Vacation

- a. Decrease qualification periods for all weeks of annual vacation.
- b. Address issues related to employees commencing annual vacation including bridging -
- c. Expand peak annual vacation period.
- d. Increase the flat line per terminal
- e. Define the process for employees to bid open slots of annual vacation.

## 7. Seniority

- a. Allow employees who have exercised their seniority upon layoff off their district but within the region, the ability to accept recall to their home terminal.
- b. Establish directional pools on a terminal by terminal basis.
- c. Any employee working in a management position will be removed from the seniority lists immediately.
- d. Incorporate Kootenay Valley Railway change of assignment provisions within the Collective Agreement.

## 8. Payments / Rules

- a. Increase train length and length of run allowances in recognition of increased train lengths and apply to all employees
- b. Employees called in straightaway service will be paid a minimum of the fixed mileage method of pay in all circumstances including deadheading.
- c. Increase Road Switcher guarantee to 3000 miles exclusive of all other earnings.
- d. Establish Locomotive Engineer spare board guarantee of 3800 miles.
- e. Address the inconsistencies in Conductor-Only payments and stipulate that TT&J, OM, DB, and final time occupied during switching will not be used to form part of the minimum day.
- f. Provide Conductor-only payments when performing any work or stop.

## 9. Work Rules

- a. Establish short turn rules for the home and away from home terminal on a terminal by terminal basis.
- b. Establish no scoop rules on a terminal by terminal basis

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- c. Provide option for employees to charge all non-chargeable payments to monthly mileage.
- d. Address meal provisions for road switcher service and road service
- e. No DH on remote locomotives. Deadheading on lead consist only and only when impassable road conditions

### **10. Yards**

- a. Revise appropriate language to ensure all tours of duty count toward 10 shifts for a spare yardman. Tours of duty in excess of 10 shifts will be optional.
- b. No forced overtime in yard service.
- c. Increase in the time allotted for yard lunch.
- d. Spare yardmen, at the completion of their shift, will have the right to book 24 hours rest.

### **11. Other**

- a. Address Collective Agreement language as it pertains to bargaining unit work.
- b. Establish language that limits the access to Locomotive Voice and Video Recording (LVVR) to Transport Safety Board (TSB) only.
- c. Incorporate into the Collective Agreements the interim agreement regarding Union Business.
- d. Address all aspects of the various material change clauses.
- e. Address grievance procedure issues including arbitration.
- f. Address all outstanding issues pertaining to grievances.

### **12. Over Hours**

- a. Address the collective agreement language with respect to booking rest, completion of tour of duty, associated payments and compliance language.

### **13. Investigations and Discipline**

- a. Address the issue of employees' wages while held out of service and pending investigation decisions
- b. Local Union representatives paid by the Company while representing members.

### **14. Letter of Understandings**

- a. Renew KLR Letter
- b. Renew East held out of service letter