



TEAMSTERS CANADA RAIL CONFERENCE

General Committees of Adjustment
Canadian Pacific Railway

Greg Edwards
John Campbell
General Chairman
Locomotive Engineers

Dave Fulton
Wayne Apsey
General Chairman
Conductors, Trainmen, Yardmen

November 16, 2017

VIA EMAIL

Mr. Robert Johnson
Executive Vice President Operations
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,

A handwritten signature in black ink that reads "D. Fulton".

Dave Fulton
General Chairman - CTY West

A handwritten signature in black ink that reads "G. Edwards".

Greg Edwards
General Chairman - LE West

A handwritten signature in blue ink that reads "Wayne Apsey".

Wayne Apsey
General Chairman, CTY East

A handwritten signature in blue ink that reads "John Campbell".

John Campbell
General Chairman, LE East

Cc: Doug Finson

TCRC – Contract Proposals – November 16, 2017

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. EDO provision
 - I. Eliminate the cap of 12 EDOs.
 - II. Process for bidding EDO/mileage dates.
 - III. Bridging language of 8 hours into CBA.
 - IV. If employee works into a scheduled EDO, the employee will be provided the opportunity to take the cancelled on the other end. EDO period to be extended to 4 days.
 - V. Expand the provision to include an additional window.
 - VI. Shorten the time required to earn EDO to 21 days.
 - VII. Allow EDOs to be utilized prior and following AV.
- b. Heldaway
 - I. Modify held-away articles to provide for escalating payments, auto deadhead, payment to begin earlier and/or call for work.
 - II. HA to end at switch time for run through trains.
 - III. Immediately placed on HA payment after completion of turn.
 - IV. HA to continue when DH from AFHT to other AFHT.
 - V. LE HA paid at freight rates.
 - VI. Eliminate the provision 8 hours in derailment.
- c. Fatigue Management Plan
 - I. 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.
 - II. Establish the parameters wherein an employee delayed in the course of their tour of duty is permitted to take an opportunity nap.
 - III. Explore other counter fatigue measures in the cab of the locomotive.
 - IV. Address on going issue with line ups.
 - i. All extra yards, ad hoc road switchers and turns, not including relief work, must be on the line-up for a minimum of 8 hours.
 - V. 48-hour provision.
 - i. Ability to utilize 48 hours prior to EDO.
 - ii. Amend the provision to allow 48 hours to be taken at 0950, 1900, 2850 and 3800.

TCRC – Contract Proposals – November 16, 2017

- iii. Employees in assigned service working a seven-day per week assignment shall be permitted to book 48 hours rest beyond their assigned starting times once during their regular work week.
- VI. Establish directional pools on a terminal by terminal basis.
- d. Bunkhouse
 - I. Modernization of all rest facilities including Wi-Fi, sound proofing, fridges in room, etc.
 - II. After 12 hours Company to provide transportation to obtain food services.
 - III. All AFHT accommodations to have access to fitness equipment.
- e. Calling procedures
 - I. 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.
 - II. Address the issues regarding Locomotive Engineers, not working as such, being withheld for Locomotive Engineer work off spareboards.
 - III. Employees cancelled at the AFHT will be entitled to book a maximum of 8 hours rest.
 - IV. Remove the letter from CA regarding calling spareboard employees after 8 hours rest.
 - V. Resolve the issue regarding the standardized calling procedure.
 - VI. Create a provision within the Collective Agreement for courtesy calls in all locations.
- f. Cab Conditions
 - I. Address the issue of non-compliant locomotives.
 - II. Establish microwaves and air conditioning as a standard on all locomotives.
 - III. Establish best cab forward provision in the Collective Agreement.
- g. Establish provisions for a minimum of 12 paid sick days/year.
- h. Mileage Limitation
 - I. Conductors/Trainmen working on the Eastern Lines will have the option of booking miles at 3800.

4. Medical Leave

- a. Define the parameters and incorporate into the Collective Agreement the ability to hold turns and/or provide time off for personal or immediate family matters.
- b. Amend the Collective Agreement language with respect to the payment of medical reports to include any and all documentation required by the Company or in accordance with the CLC.

5. Pensions and Retirement Benefits

- a. Amend the Collective Agreement to provide all employees at 2200 cap.
- b. Annual general wage increases to be applied to all pension caps for all service.
- c. Improve the indexing provision for pensioners.
- d. Establish a provision to buy back for service not covered by the Pension rules.
- e. Increase post retirement life insurance to \$10,000.
- f. Increase post-retirement health spending account to \$50 per year of service.
- g. Ad hoc pension increase under Pension Rules for those pensioners, and their surviving spouses, who have been retired for 25 years.

TCRC – Contract Proposals – November 16, 2017

6. Benefits

- a. Improve the existing level of Weekly Indemnity Benefit, Dental Benefits, Life Insurance, and Extended Health and Vision Care Benefits coverage.
- b. Provide the ability to submit electronically all Health and Vision care Benefits claims.
- c. Company to provide a direct billing benefits card without any loss of benefits.
- d. Amend the benefit provisions regarding prescription drugs to be reimbursed at 100%.
- e. Vision care claims to be paid at 100% regardless of a change in prescription.
- f. Periodical Medical examination payment increased to 8 hrs.

7. Bereavement

- a. Amend to provide 7 days bereavement for spouse and dependents.
- b. Amend to provide 5 days bereavement for father-in-law, mother-in-law, step-brother, step-sister and foster children.
- c. Amend to provide 3 days bereavement for Uncles, Aunts, brother-in-law, sister-in-law, grandchild and step-grandchild.

8. Annual Vacation

- a. Decrease qualification periods for all weeks of annual vacation.
- b. Increase week Z to the full flat line allotment.
- c. Expand peak annual vacation period.
- d. Define the process for bridging into Annual Vacation.
- e. Incorporate the AV vacancy procedure and the letters of April 2017 into the Collective Agreement.
- f. Provide an additional slot during peak annual vacation for Sparwood employees.

9. Seniority

- a. Clarify the language in the Collective Agreement regarding the Field Placement Coordinator will not perform any managerial duties.
- b. Amend the language regarding long term relocation to provide a payment of \$20,000.
- c. Amend the language regarding short term relocation to provide a monetary amount of \$700 in lieu of accommodations.

10. Payments / Rules

- a. Train length and length of run allowances
 - Applies to all employees.
 - Increase the payments including increments for over 10,000 feet.
- b. Employees called in straightaway service will be paid a minimum of the fixed mileage method of pay in all circumstances including deadheading.
- c. Guarantee
 - Increase Road Switcher guarantee to 3000 miles exclusive of all other earnings.
 - Establish Locomotive Engineer spare board guarantee of 3800 miles.

TCRC – Contract Proposals – November 16, 2017

- Automatic entry of the guarantee.
 - Eliminate the 12-hour rest automatic penalty on the weekends.
- d. Harmonize and clarify the language with respect to TT&J, OM, CC and Doubling provisions.
 - e. Amend Letter of Understanding dated May 2, 2005 “C-Only premiums with non-required brakeman” to state that regardless of call type any work performed will be paid as CT/EC for all members of the crew.
 - f. Provide Conductor-only payments when performing any work at any stop.
 - g. Remove all references in the LE provisions to passenger rates.
 - h. Automobile allowance increased to \$0.50/km.
 - i. Allow the ability for employees to access banked monies on bi-weekly basis.
 - j. Provide CMA enhancements to auto generate off assignment claims for ESBs.

11. Work Rules

- a. Revise and amend the short turn and no scoop rules.
- b. Clarify and confirm that employees will not be turned back to the away from home terminal save and except impassable road conditions.
- c. Provide option for employees to charge all non-chargeable mileage to monthly mileage.
- d. Address meal provisions for road switcher service and road service.
- e. Deadheading to be on other than freight service unless when impassable road conditions. If roads are impassable, no more than one crew per engine.
- f. Create a formula to establish assignments at a given terminal based upon the amount of extra assignments including extra yards, turns and ad hoc road switchers.

12. Yards

- a. No forced overtime in yard service.
- b. Increase the yard rates, including the shift differential, over and above the GWI.
- c. Increase in the time allotted for yard lunch.
- d. Increase the amount of rest available to at spare yardmen.
- e. Amend the provision regarding the implementation of the 10-hour yard assignments to be augmented with a \$3.00 per hour increase.

13. Return to Work

- a. Standardize the compensation for accommodated employees.
- b. Confirm the commitment and obligation for the Company to involve the Local Return to Work Committee (LRTWC) in all accommodations.

14. Training

- a. Amend the Collective Agreement to provide the 2 hours training (C2) allowance to all employees.
- b. Standardize and enhance the respective training programs.

TCRC – Contract Proposals – November 16, 2017

15. Over Hours

- a. In recognition of pending Ad Hoc 657 address the Collective Agreement language with respect to booking rest, completion of tour of duty, associated payments and compliance language.
- b. Confirm the application of the rest provisions and the premium payment with respect to deadheading.

16. Miscellaneous

- a. Address all outstanding issues pertaining to grievances and their timely resolution including the list referenced in attachment to Appendix 3 of the September 6, 2017 MOS.
- b. Amend and include the CTY LTD with respect to the administration of the LTD plan.
- c. Adjust the monetary values with the Material Change provision with the respective general wage increases retroactively.
- d. Provide plug-ins for parking lots.

17. Investigations and Discipline

- a. Address the issue of employees' wages while held out of service and the cancellations of investigations.
- b. Provide the ability for employees to take rest following investigations.
- c. Provide employees access their own discipline records.
- d. Reinstate the Brown System of Discipline.

18. Union Business

- a. Establish the ability for Division Officers to book rest following Union Business.

19. Letter of Understandings

- a. Renew KLR Letter.
- b. Renew East held out of service letter.
- c. Renew LVVR letter.
- d. Letter confirming the application of the new hire lump sum payment provided for in the December 7, 2017 letter (Appendix 1) will apply to all employees hired prior to the December 31, 2017 after which time the letter expires.
- e. Formalize the Company's letter of September 13, 2017 and incorporate into the Collective Agreement where applicable.