



July 23, 2021

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### **Consolidated Collective Agreement – Article 1.01 Train Length Allowance**

Gentlemen,

This is further to the March 15, 2019 errors and omissions letter pertaining to the Consolidated Collective Agreement.

The Union notified the Company of an error regarding Consolidated Collective Agreement – Article 1.01. As such, the Consolidated Collective Agreement will be revised as follows:

#### **1.01 TRAIN LENGTH ALLOWANCE**

- (1) On territories on which the Company has implemented conductor-only train operations, Employees in any class of freight service will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial terminal and the final terminal:
- (2) Employees entering service prior to January 1, 2014 shall continue to be entitled to 100% of train length allowance and employees entering service on or subsequent to January 01, 2014 shall:
  - Upon achieving 6 months seniority be entitled to 25%; and,
  - Upon achieving 18 months seniority be entitled to 50%; and,
  - Upon achieving 30 months seniority be entitled to 75%; and,
  - Upon achieving 42 months seniority be entitled to 100% consistent with the chart below:



Train Length (Feet)	6 Months-25%	18 Months-50%	30 Months-75%	42 Months and Above-100%
3,801 to 5,000	\$0.75	\$1.50	\$2.25	\$3.00
5,001 to 6,000	\$1.75	\$3.50	\$5.25	\$7.00
6,001 to 7,000	\$3.25	\$6.50	\$9.75	\$13.00
7,001 to 8,000	\$5.25	\$10.50	\$15.75	\$21.00
8,001 to 9,000	\$7.75	\$15.50	\$23.25	\$31.00
9,001 to 10,000	\$10.75	\$21.50	\$32.25	\$43.00
10,001 to 12,000	\$14.25	\$28.50	\$42.75	\$57.00
12,001 and over	\$23.75	\$47.50	\$71.25	\$95.00

**Note:** For CTY Graduated Rates of Pay, see clause 1.25.

If the foregoing accurately reflects your understanding, please provide your concurrence below.

Sincerely,

Lauren McGinley  
Assistant Director Labour Relations  
Canadian Pacific

I concur,

Greg Edwards  
General Chair LE West

Dave Fulton  
General Chair CTY West

Ed Mogus  
General Chair LE East

Wayne Apsey  
General Chair CTY East



August 26, 2021

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### **Consolidated Collective Agreement – Article 110 Material Change in Working Conditions**

Gentlemen,

This is further to the March 15, 2019 errors and omissions letter pertaining to the Consolidated Collective Agreement.

The Union notified the Company of an error regarding Consolidated Collective Agreement – Article 110. As such, the Consolidated Collective Agreement will be revised as follows:

#### **LAYOFF PROTECTION**

110.29 For each year of CCS (or major portion thereof) an employee will be allowed a lay-off benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee.

110.30 An eligible employee, as defined in clauses ~~110.34~~ **110.33** and ~~110.35~~ **110.34**, may at the expiration of the specified seven-day waiting period, make application to the designated Company Officer for a weekly lay-off benefit as follows:

- (1) A weekly lay-off benefit for each complete week of seven (7) calendar days laid off, following the seven-day waiting period, of an amount that, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under EI for such week, will result in the employee receiving 80 percent of his basic weekly pay at time of lay-off.



- (2) During any week, following the seven-day waiting period, that an eligible employee is not eligible for EI benefits account eligibility for such benefits having been exhausted or account such employee not being insured for EI benefits, or account EI waiting period, such employee may claim a weekly lay-off benefit for each complete week of seven calendar days laid off of the maximum EI weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving eighty (80) percent of his basic weekly pay at the time of lay-off.
- (3) Weekly lay-off benefits specified in this clause ~~110.34~~ **110.30** will cease when an eligible employee has exhausted his benefit accumulation as specified in clause ~~110.34~~ **110.29**.
- (4) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly lay-off benefit under this Agreement any amounts received from the Unemployment Insurance Commission in respect of such week, as well as any wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

110.31 No weekly lay-off benefit will be made for parts of a claim week as defined in clause **110.33** ~~110.34~~ except that:

- i. Recall not covered by 110.31 (ii) below.
- ii. An employee who has qualified for weekly lay-off benefits in accordance with clause 110.33 and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly lay-off benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under EI for such week will result in the employee receiving eighty (80) percent of his basic weekly pay at time of lay-off.

110.32 The maximum number of benefits will be determined by the number of assignments reduced as determined by the material change agreement or arbitrated award, multiplied by 1.25.

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## ELIGIBILITY FOR LAYOFF BENEFITS

110.33 An employee who is not disqualified under clause ~~440.35~~ 110.34 hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of lay-off (herein called "a claim week") provided he meets all of the following requirements:

- a) For weekly lay-off benefit payment, a continuous waiting period of seven (7) days in the period of lay-off has expired. Each period of lay-off will require a new seven-day waiting period in order to establish eligibility for weekly lay-off benefits, except that once an employee has been on lay-off for more than seven (7) days, and is recalled to work for a period of less than ninety (90) calendar days, such employee will immediately become eligible for weekly lay-off benefits upon lay-off within such ninety (90) days.
- b) He has made application for benefits to the designated Company officers.
- c) He has exercised full seniority rights at his home terminal, and outpost thereto, except as otherwise expressly provided in sub-clauses ~~440.35~~ 110.34 (b) and (c).

110.34 Notwithstanding anything to the contrary in clause ~~440.35~~ 110.34, an employee shall not be regarded as laid off:

- a) During any day or period in which his employment is interrupted by leave of absence for any reason, sickness, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in Clause (b) below), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction of cessation of work due to strikes by employees of the Railway.
  - b) During any interval between the time that he is recalled to service of the Company after a period of lay-off, and the time at which he actually resumes work; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed ~~by the provisions of Item 3.2(d) (4) of the Agreement~~, on the same basis as if he had returned to work on the date such work became available.
  - c) If he/she declines for any reason, other than as expressly provided in sub-clause 110.34 (b) above, recall to work at his home location, including outpost thereto.
  - d) In respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in the material change agreement or arbitration decision; or
-



e) After his dismissal or resignation from the service of the Company.

If the foregoing accurately reflects your understanding, please provide your concurrence below.

Sincerely,

Lauren McGinley  
Assistant Director Labour Relations  
Canadian Pacific

I concur,

Greg Edwards  
General Chair LE West

Dave Fulton  
General Chair CTY West

Ed Mogus  
General Chair LE East

Wayne Apsey  
General Chair CTY East

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August 26, 2021

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**Consolidated Collective Agreement – November 21, 2004 Letter Re: Application of Conductor-Only Premium Payments – Fixed Mileage Crews Called with Non-Required Brakeman**

Gentlemen,

This is further to the March 15, 2019 errors and omissions letter pertaining to the Consolidated Collective Agreement.

The Union notified the Company of an omission from the Consolidated Collective Agreement. As such, the Consolidated Collective Agreement will be revised to include the attached letter at the end of Article 2.

If the foregoing accurately reflects your understanding, please provide your concurrence below.

Sincerely,

I concur,

Lauren McGinley  
Assistant Director Labour Relations  
Canadian Pacific

Greg Edwards  
General Chair LE West

Dave Fulton  
General Chair CTY West

Ed Mogus  
General Chair LE East

Wayne Apsey  
General Chair CTY East



November 21, 2004

Mr. D. Able  
General Chairman- Engineers West  
Teamsters Canada Rail Conference  
Suite 309, 8989 Macleod Tr S  
Calgary AB T2H0M2

Mr. D. Finnson  
General Chairman- Trainmen West  
Teamsters Canada Rail Conference  
Suite 309, 8989 Macleod Tr S  
Calgary AB T2H0M2

Mr. R. Hewitt  
General Chairman- Engineers East  
Teamsters Canada Rail Conference  
173 Simcoe Street N  
Oshawa ON L1G4S8

Mr. D. Genereux  
General Chairman- Trainmen East  
Teamsters Canada Rail Conference  
55 Annonciation  
Oka PQ J0N1E0

Dear Sirs:

This is in regards to concerns you raised during bargaining pertaining to the application of Conductor-only premium payments when fixed mileage crews are called with a non-required brakeman and a number of outstanding grievances on this topic.

At issue was whether Conductor-only premium payments are applicable when a fixed mileage crew is called with a non-required brakeman but is paid the dual method of pay because they did not reach the objective terminal. Reference articles Trainmen West 1.24(18), Engineers East 1.16(18), Engineers West 1.18(18) and Trainmen East (Method of Pay change document).

During our conversations it was confirmed that the original intent of the language concerning this issue when negotiated during the Method of Pay discussions was that payment would apply when an non-required trainman was called with a Fixed mileage crew regardless of whether or not that crew, with a fixed mileage run profile, was paid the fixed mileage.

Given the above, it was agreed that current outstanding grievances on this matter would be resolved according to this interpretation and that this application would apply in the future.

Yours truly,

Jason Copping  
Director, Industrial Relations

I Concur:

(Sgd) D. Able  
Mr. D. Able  
General Chairman- Engineers West

(Sgd) D. Finnson  
Mr. D. Finnson  
General Chairman- Trainmen West

(Sgd) Mr. R. Hewitt  
General Chairman- Engineers East

(Sgd) Mr. D. Genereux  
General Chairman- Trainmen East





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### **Consolidated Collective Agreement – Archived Job Titles**

Gentlemen,

This is further to the March 15, 2019 errors and omissions letter pertaining to the Consolidated Collective Agreement.

The Company notified the Company of an error from the Consolidated Collective Agreement relating to archive titles including Assistant Conductors, Baggageperson, Car Retarder Operator, Switchtender, Yardmaster or Stationmaster. As such, the Consolidated Collective Agreement will be revised to reflect the archiving of the foregoing titles. This will specifically archive the foregoing titles from:

- Preamble
  - Article 1 - Clauses 1.24, 1.29, 1.30, 1.34, and 1.35
  - Article 26 – Clause 26.06 Rates for RQ/Training Day
  - Article 27 – Clause 27.01 Instruction Classes Rates
  - Article 29 – Clause 29.30
  - Article 37 – Clause 37.09
  - Article 67 – Sub-clause 67.03 (20)
  - Article 77 – Clause 77.04
  - Article 86 – Clause 86.01
  - Article 87 – Clauses 87.02, 87.03, 87.25, 87.28, and 87.29
  - Article 88 – Clauses 88.02 second and third paragraph, 88.03 (1) second paragraph, 88.06 (1), 88.14 (2), Sub-clauses 88.17 (1) third bullet, 88.18 (1) and (4), and 88.20
  - Article 90 – Clauses and sub-clauses 90.01, 90.01 (1), 90.03, 90.18, 90.30, and 90.31 (2) first through third bullets
  - Article 92 – Clause 92.03
  - Article 93 – Clause 93.07 second paragraph
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- Article 94 – Clause and sub-clause 94.09 and 94.09 (2)
- Article 95 – Clause 95.11
- Article 98 – Clause 98.04 Note 1
- Article 107 - In its entirety
- Article 110 – Clause and sub-clause 110.14 (3) a) 2. and 110.19

If the foregoing accurately reflects your understanding, please provide your concurrence below.

Sincerely,

Lauren McGinley  
Assistant Director Labour Relations  
Canadian Pacific

I concur,

Greg Edwards  
General Chair LE West

Dave Fulton  
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Ed Mogus  
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General Chair CTY East



November 21, 2004

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Yours truly,

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Director, Industrial Relations

I Concur:

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Mr. D. Able  
General Chairman- Engineers West

(Sgd) D. Finnson  
Mr. D. Finnson  
General Chairman- Trainmen West

(Sgd) Mr. R. Hewitt  
General Chairman- Engineers East

(Sgd) Mr. D. Genereux  
General Chairman- Trainmen East