

Teamsters Canada Rail Conference

And

Canadian Pacific

Agreed Upon Items

During Mediation 2015

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## **Term and Wages**

### **Term**

Three years.

The collective agreement will expire on December 31, 2017. After that date, the collective agreement will continue to apply until one of the parties exercises its right to strike or lockout, as applicable, and this agreement shall remain in force during the period of negotiations.

### **Annual wage increases**

- a) Effective January 1st, 2015, an increase of 3% on all basic hourly, daily, weekly and mileage rates of pay.
- b) Effective January 1st, 2016, an increase of 3% on all basic hourly, daily, weekly and mileage rates of pay.
- c) Effective January 1st, 2017, an increase of 3% on all basic hourly, daily, weekly and mileage rates of pay.

### **New Hire – Step Rate**

Update Article 1 of the CTY - Rates of Pay to reflect the following progression through the step rates:

Starting rates for new employees who commence work in a Trainperson/Yardperson position on or subsequent to January 1, 2015, will be 95% of job rate, with job rate attained after 7 months of such cumulative compensated service. Effective January 1, 2015, all trainees will be at a minimum of 95% of the job rate.

In order to establish seven months of cumulative compensated service, an employee must, for the purposes of this clause, have worked and/or been available for service for 210 calendar days. The starting rate provisions take effect upon the successful completion of the respective training program.

## **Benefits**

### **Life Insurance & Disability Benefits**

The provisions of the Life Insurance and Disability Benefits Policy for the TCRC are amended to conform to the following in respect of employees covered by the Collective Agreement:

**Life Insurance**

- a) Effective the first of the month following issuance of the Adams Decision, the group life insurance coverage will be increased to \$49,000 for employees who have service with the Company on or subsequent to that date.
- b) Effective January 1, 2016, the group life insurance coverage will be increased from \$49,000 to \$50,000 for employees who have service with the Company on or subsequent to that date.
- c) Effective January 1, 2017, the group life insurance coverage will be increased from \$50,000 to \$51,000 for employees who have service with the Company on or subsequent to that date.

Replace the articles in the Collective Agreements (Articles 69.01(1) (a-b) Trainmen East & West and 31.01(1)(a-b) Engineers East & West) with the following:

- a) Group Life Insurance coverage will be increased for employees who have compensated service with the Company according to the following schedule, providing they are qualified under the provisions of the Benefit Plan:

|                              |             |
|------------------------------|-------------|
| Effective first of the month | \$49,000.00 |
| Effective January 1, 2016    | \$50,000.00 |
| Effective January 1, 2017    | \$51,000.00 |

**Dental Plan**

Modify the provision concerning covered expenses as follows:

- a) Effective with treatment which commenced on or after January 1, 2015 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2015.
- b) Effective with treatment which commenced on or after January 1, 2016 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2016.
- c) Effective with treatment which commenced on or after January 1, 2017 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2017.
- d) For the Province of Alberta, the Fee Guide stated above shall be the Alberta Representative Guide and will be made available to the TCRC Membership as published yearly by the Company.

## **Extended Health & Vision Care Plan**

The Extended Health Care Plan Agreement for the Operating Railway Unions dated December 10, 1985 (as amended from time to time) will be amended as follows:

- a) Effective January 1, 2015, the maximum amount for chargeable expenses for vision care will be increased from \$275.00 to \$325.00 in any 12 month period for persons under the age of 18 and in any 24 month period for persons age 18 and over.

## **Annual Vacation**

### **Annual Vacation Vacancies**

Establish a process to fill vacation slots that become vacant through a system of selection on a seniority basis, according to the craft list the employee falls within that particular year.

Note: Should the parties not come to final agreement on the process to fill vacation slots as provided above within 6 months of the issuance of the Adams Award, the parties agree to take the outstanding matter to an agreed upon third party. If the parties cannot agree on a third party, the parties agree to use the services of the Senior CROA Arbitrator on an adhoc basis.

## **Seniority**

### **Seniority Layoff – Recall off District**

Amend the CTY Articles

CTY West 41.20(1) Voluntary Relocation without benefits

CTY East 41.04 (5) (a) Voluntary Relocation Outside District without Benefits

- 1) Employees may exercise seniority between districts subject to current agreement provisions:

- At General Advertisement of Assignments,
- If a permanent vacancy occurs, or a new job is established or,
- Immediately upon layoff.
  - **Employees who avail themselves of exercising their seniority between districts upon layoff will be recalled in accordance with Article 65.**

### **Seniority KVR General Advertisement of Assignment**

Add new clauses within Article 30.6 LE West and Article 38 CTY West

## **General Advertisement of Assignments Kootenay Valley Railway**

At the General Advertisement of Assignments, which will be scheduled for December 31, 2013 and will continue in effect until December 31, 2016, all positions will be considered permanent vacancies. All positions will again be posted for a General Advertisement of Assignments for December 31, 2016 and every three years thereafter.

These vacancies will be bulletined for 30 days on the British Columbia seniority territory. Applications must be filed with the Crew Management Centre, with a copy provided to the respective Local Chair. Internal change of card will be in April and October of every year.

Positions will be awarded to senior qualified employees pursuant to the provisions of the Core Agreements.

An employee who holds a permanent position on the KVR prior to the general advertisement of assignments and who is not awarded or who does not apply for a position bulletined under paragraph 21.1 above, will exercise seniority within CPR according to the applicable provisions of the Core Agreements. Employees, who do not bid, will stay on their assignments.

An employee who is absent for any reason throughout the entire bulletining period specified herein, may exercise their seniority on the KVR immediately upon return to active service in accordance with the provisions of the Core Agreements.

An employee displaced through the application of paragraph 21.3 above will exercise their seniority to a position on the KVR or the core railway pursuant to the terms of the applicable Core Agreements.

An employee awarded a permanent position on the KVR will be obligated to remain in KVR service for the duration of the general advertisement of assignments.

An employee awarded a permanent position on the KVR will be protected against displacement for the general advertisement of assignments pursuant to paragraph 21.1, except as provided for in paragraph 21.4; paragraph 21.9; a material change in working conditions; or a catastrophic event that the KVR Advisory Board believes should trigger a displacement.

## **Yards**

### **Yard Rest**

Spare Yardpersons / Foreman will have the right to book 48 hours upon completion of 10 tours of duty regardless of how the shifts were accumulated, for work performed in any class of service.

## **Letters of Understanding**

### **Held Out Of Service East - Letter of Understanding**

Attached as **Appendix A**

### **KLR Letter of Understanding**

Attached as **Appendix B**

## **Miscellaneous**

### **Short Turn Rule**

Modify the existing first-in and first-out provisions;

Turn Service – Excluding TCS

- a) Turn Service at designated Away from Home Terminals: employees will, upon tying up, be placed in their original position at the away from home terminal.
- b) Turn Service at the Home Terminal: employees will, upon tying up, to be placed in their original position on the board they were called from. This will not apply to employees who book in excess of ten (10) hours rest at the home terminal
- c) It is the responsibility of the employee to ensure that their turn is placed correctly. Employee requests to review placement will not be entertained beyond one (1) hour after tie-up.

### **No Scoop**

No Scoop - Straight Away Service to the Away From Home Terminal:

- a) Employees will be placed in sequence at the away from home terminal based on their on duty time at the Home Terminal.
- b) It is the responsibility of the employee to ensure that their turn is placed correctly. Employee requests to review placement will not be entertained beyond one (1) hour after tie-up.

Note: In the application for the foregoing the parties agree to review every 90 days within the first year of implementation to ensure it is administered as intended. Either Party may request to review any issues earlier than the period referred to herein.

## **Outstanding Grievances**

The parties agree to meet with the expectation to resolve and/or adjudicate and expedite the list of grievances discussed on December 19, 2014. The list provided by the Union on December 19, 2014 is not exhaustive.

The parties agree to approach the CROA administration committee to increase the CROA week schedule from 3 days to 5 days.

The parties agree to a process to expedite material change grievances through ad hoc arbitration or other means.



## Appendix A - Letter – Held out of Service

October 5, 2015

Mr. B. Hiller  
General Chair- Trainmen East  
Teamsters Canada Rail Conference

Dear Sir,

This refers to our discussions regarding your concerns pertaining to employees being held out of service for an extended period of time both prior to and pending an investigation.

Although it was recognized that the Company has the right to hold employees out of service for an investigation according to the terms of the agreement, in order to address your concerns the following was agreed:

This Appendix A addresses situations when an employee has been suspended for an investigation for more than 10 calendar days due solely to the Company the employee will be paid lost wages for the time in excess of 10 calendar days whatever the decision may be. This period may be extended upon mutual agreement.

This pilot will continue for the duration of the contract and may be modified or cancelled upon mutual agreement.

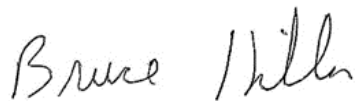
If you are agreeable with the foregoing, could you please indicate your concurrence below.

Yours truly,



Assistant Vice President  
Labour Relations

I Concur,



B. Hiller  
General Chair, Trainmen East

## Appendix B - Letter – Kawartha Lakes

October 5, 2015

Mr. B. Brunet  
General Chair- Engineers East  
Teamsters Canada Rail Conference

Mr. B. Hiller  
General Chair- Trainmen East  
Teamsters Canada Rail Conference

Dear Sirs,

This has reference to various discussions during this round of negotiations concerning the need to address issues unique to the Kawartha Lakes Railroad.

It was agreed to renew the Collective Agreement between Canadian Pacific Limited and the Teamsters Canada Rail Conference on behalf of the Trainpersons and Locomotive Engineers employed on the Havelock/Nephton Internal Shortline.

The following amendments will apply effective with Hon. George W. Adams, Q.C. Award.

1. Article 3 as amended establishing increases under the terms of the National Agreement;
2. Article 5, clause 5.4 will be amended to increase wages under the terms of the National Agreement.
3. Article 25, clause 25.1, duration of Agreement will be amended to reflect renewed for a period of three years commencing January 1, 2015.

If you are agreeable with the foregoing, could you please indicate your concurrence below.

Yours truly,

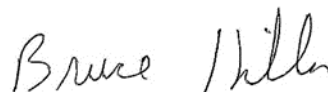


Assistant Vice President  
Labour Relations

I Concur,



Mr. B. Brunet  
General Chair- Engineers East



Mr. B. Hiller  
General Chair- Trainmen East