

MEMORANDUM OF SETTLEMENT

DATED

Calgary, March 21, 2022

BETWEEN

CANADIAN PACIFIC RAILWAY  
(Hereinafter referred to as the Company)

And

TEAMSTERS CANADA RAIL CONFERENCE  
(Hereinafter referred to as the Union)

CONCERNING

APPLICATION OF WAGE INCREASES AND OTHER CHANGES  
COVERING THE YEARS 2022 AND 2023.



*JA* *A.C.* *WJA*  
*MS* *ED*  
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## 1. TERM OF CONTRACT

The Collective Agreement between the Company and the Union will be renewed for a period of two (2) years commencing January 1, 2022 through to December 31, 2023.

Amend Article 46 to read:

46.01 The Collective Agreement will expire December 31, 2023. 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. In accordance with the *Canada Labour Code*, S. 49(1), this Agreement will be subject to four months written notice preceding the date of expiration of the term, from either party to the Agreement, of its desire to revise, amend or terminate it.

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## 2. BENEFITS

### **Plan Amendment Document**

Upon final settlement and effective 30 days following this Agreement coming into effect, the appropriate documents will be updated to reflect the following benefit terms:

### **Life Insurance**

- a) Effective January 1, 2022, the group life insurance coverage will be increased from \$55,000 to **\$56,000** for employees who have service with the Company on or subsequent to that date.
- b) Effective January 1, 2023, the group life insurance coverage will be increased from \$56,000 to **\$57,000** for employees who have service with the Company on or subsequent to that date.

### **Dental Plan**

Modify the provision concerning covered expenses as follows:

- a) Effective with treatment which commenced on or after January 1, 2022 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 2022.
- b) Effective with treatment which commenced on or after January 1, 2023 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 2023.

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## Improvements to the Benefits Plan

In addition to the Benefit improvements outlined above, the parties agreed on further improvements to the Benefits Plan as reflected in **Appendix 1**.

### Benefits General

Effective 30 days following this Agreement coming into effect, or as soon thereafter as it may be arranged, the various contracts and policies provided in the Employee Benefit Plan Supplemental Agreement and attached as Appendices to the Dental Plan and the Extended Health & Vision Care Plan, as well as they will be amended in conformity with the aforementioned changes.

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### 3. WORK RULES

The following addresses work rule proposals agreed to during negotiations that resulted in the two (2) year agreement:

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#### 1) **Unassigned Work Train Calling:**

*The parties initialed concurrence on December 6, 2021*

Amend Article 12, sub-clause 12.05(6) to read:

#### 12.05 **WORK TRAIN ASSIGNMENTS**

- (6) **Assigned** - Unless senior Locomotive Engineers, Conductors, and Trainpersons desire otherwise, assigned work trains will be manned by junior qualified employees in the respective classes of service. ~~Senior employees will not be required to hold unassigned work trains when junior employees are available.~~

**Unassigned** - Employees will be called for unassigned work trains from the road or common spareboard on a first in first out basis. If the road or common spareboard is exhausted, employees will be called from the pool on a first in first out basis.

**General** - When two or more work trains are worked at the same point, the senior classed running trade employees will have the choice of which assignment they will work.

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**2) No Scoop:**

*The parties initialed concurrence on December 6, 2021*

Amend Article 13.01 to read:

**13.01 NO SCOOP – STRAIGHTAWAY SERVICE TO THE AWAY FROM HOME TERMINAL**

- (1) Employees will be placed in sequence at the away from home terminal based on their on duty time at the Home Terminal **and at the home terminal based on their on duty time at the away from home terminal.**
- (2) 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.
- (3) The No Scoop rule only applies when two or more crews are ordered from same terminal to an AFHT **away from home terminal or from the same away from home terminal to a home terminal.**
- (4) **The No Scoop rule does not apply if an employee's turn is placed between the turns involved in the scoop enroute.**

**Examples:**

1. Crew Number One is called straight-away at Away From Home Terminal "R" at 0900, Crew Number Two is called straight-away at Away From Home Terminal "W" at 0930. Crew Number 2 arrives at Home Terminal "S" at 1700 and Crew Number One arrives at Home Terminal "S" at 1730. Can Crew Number One reposition their board position ahead of Crew Number Two?

No. The no scoop rule does not apply as the crews were operating on different subdivisions.

2. Crew Number One is called for 1330 at the Away From Home Terminal "R", Crew Number Two is called at 1345 at the Away From Home Terminal "R", Crew Number Three is called at 1400 at the Away From Home Terminal "R". Crew Number Three scoops both Crew Number One and Crew Number Two and arrives at the Home Terminal at 2145. Crew Number Two scoops Crew Number One and arrives at the Home Terminal at 2155. An employee returns from AV at 2201 and is placed on the board in sequence. Crew Number One arrives at the Home

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**Terminal at 2215, Can Crew Number One reposition ahead of the other crews because he was scooped twice?**

**No. Normally Crew Number One would be able to reposition ahead of both Crew Number Two and Crew Number Three but because Crew Number One arrived after another employee had come in between the other crews involved on the board Crew Number One cannot reposition. Crew Number Two can reposition in front of Crew Number Three as per the agreement that is the only reposition available in this circumstance.**

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**3) Safety Footwear Subsidy**

*The parties initialed concurrence on December 6, 2021*

New clause in Article 21 to read:

**21.06 SAFETY FOOTWEAR SUBSIDY**

Active employees working as a Locomotive Engineers, Conductors, Trainmen or Yardmen are eligible to receive 75% of the total purchase price to a maximum of \$150 CAD per calendar year towards the purchase of safety footwear. No duplication of payments for safety footwear, including with any existing Company Policy or Procedure, will be permitted.

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**4) Field Placement Coordinators:**

*The parties initialed concurrence on December 6, 2021*

Effective 60 days following this Agreement coming into effect, Field Placement Coordinators will be removed from the Collective Agreement and all associated responsibilities will be considered managerial unless otherwise outlined within the Collective Agreement (e.g. Coaches).

Amend Article 23 to read:

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**ARTICLE 23 - FIELD PLACEMENT COORDINATOR & COACHES**

Note: Formerly Article 36 CTY West and CTY East, 2018 MOS.

23.01 A local union representative will be invited to participate in the interview and selection process of new employees and assist in jointly identifying and jointly selecting Coaches as well as assist in jointly identifying and jointly selecting Field Placement Coordinators.

~~Field Placement Coordinators will not perform managerial duties and will continue to accumulate seniority for the period they occupy the position.~~

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In participating in this process, it was recognized that the criteria for the selection of Coaches and Field Placement Coordinators as provided by the Training Department are on the next page.

23.02 The Company commits to provide a 2 to 3 day coaching program to Yard/ Conductors/ Yard Service Employees who will be responsible for training new hires during their Qualification period.

In making this commitment the Company indicated that such programs would be provided prior to hiring a new class at a given location and that a sufficient number of coaches would be trained per terminal depending upon the number of trainees that are scheduled to train at that location, the nature of training required at the terminal, and the specific training program at that terminal. An assessment of the number of coaches available will be done at the beginning of each new class.

<b>Field Placement Coordinator</b>	<b>Coach</b>
<p><u>Purpose &amp; Objective:</u>  <del>To effectively implement and conduct the Field placement portion of the New Hire Conductor Training program to new employees.</del></p>	<p><u>Purpose &amp; Objective:</u>            To demonstrate tasks related to the role of a Conductor. Observe Trainee performance and provide positive and improvement feedback both verbally and in written form.</p>
<p><u>Selection Criteria:</u>  <del>Viewed by union and management as an individual with excellent safety practices (cardinal rule and safety rule violations)</del></p>	<p><u>Selection Criteria:</u>            Viewed by union and management as an individual with excellent safety practices (cardinal rule and safety rule violations)</p>
<p><del>Minimum 5 years' experience as a running trade employee</del></p>	<p>Minimum 1 year experience as a running trade employee</p>
<p><del>Well respected by peers (running trades employees and management)</del></p>	<p>Well respected by peers (running trades employees and management)</p>
<p><del>Need to demonstrate superior rules knowledge (CROR and Safety)</del></p>	<p>Need to demonstrate superior rules knowledge (CROR and Safety)</p>

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<del>Demonstrated ability to manage individuals effectively in a professional and courteous manner</del>	Demonstrated attention to detail (follows procedures, accuracy in documentation, concentrate on routine work, etc.)
<del>Demonstrated ability to communicate (written and verbal) effectively with running trades employees and management</del>	Demonstrated ability to manage individuals effectively in a professional and courteous manner
<del>Demonstrated ability to work with minimal supervision</del>	Demonstrated ability to communicate (written and verbal) effectively with running trades employees and management
<del>Demonstrated ability to solve problems/ scheduling issues/ decision making</del>	Demonstrated ability influence and persuade (convince Trainee in both positive and negative circumstances)
<del>Demonstrated ability to resolve conflict. Ability to work in a team environment (Road/Yard Managers, other FPCs, TTG (Technical training group) instructors)</del>	Demonstrated ability to develop effective relationships (develop rapport and recognize individual concerns and feelings)
<del>Previous supervisory or coaching experience is an asset</del>	Previous coaching experience is an asset

**5) Annual Vacation:**

*The parties initialed concurrence on December 6, 2021*

New sub-clause in Article 29 to read:

**29.21 (b) Smiths Falls Locomotive Engineer Annual Vacation**

Smiths Falls Terminal is recognized as being the only terminal in Canada where two seniority districts meet in the terminal for Locomotive Engineers. Annual vacation allotment for permanent Locomotive Engineers in Smiths Falls will be separated into the two seniority districts and employees will be awarded vacation in the district where that employee holds permanent ownerships at the time the bulletin closes as defined by the respective seniority roster in accordance with 29.21.

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Trainpersons/Yardpersons who are qualified Locomotive Engineers, but not working full-time as such, at the time vacations are allotted, will have their Annual Vacation scheduled on the basis of their seniority in the class of service and, when applicable, the Locomotive Engineer Seniority District, in which they performed a preponderance of work (**either the Winchester or Belleville Subdivisions as determined by positions held on weekly crew changes**) in the preceding year. The current handling of separate flatline calculation per district will continue to apply.

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## 6) General Holidays

*The parties initialed concurrence on December 6, 2021*

Effective the first full calendar year following this Agreement coming into effect, amend Article 30.01 to read:

30.01 An employee who qualifies in accordance with clause 2 hereof shall be granted a holiday with pay on each of the following General Holidays:

### All Provinces

New Year's Day

~~The day after that on which New Year's Day is observed, except that when New Year's Day falls on a Friday, this General Holiday will be observed on the following Monday.~~

Good Friday

Victoria Day

Canada Day

Civic Holiday (First Monday in August)

Labour Day

**National Day for Truth and Reconciliation**

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

### Quebec

St. Jean Baptiste Day (in substitution for Remembrance Day)

~~**Note:** New Brunswick and Nova Scotia (Archived)~~

~~**Note:** If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the First Monday in August in the Province of Quebec and the day after that on which New Year's Day is observed in all other Provinces.~~

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If in any Province or part thereof a holiday is more generally recognized than any one of the holidays specified above, either party to this Agreement may request substitution thereof, and if agreed, substitution will be made. If the parties fail to agree on which holiday is more generally recognized, the dispute will be submitted to the Canadian Railway Office of Arbitration and Dispute Resolution for final decision. When any of the above holidays falls on Saturday or Sunday, the day observed by the Federal Government in respect of its' employees as the holiday shall be recognized.

For employees operating between terminals in Ontario and Quebec, the holidays specified for the Province of Ontario apply to employees working on assignments or runs the home terminal of which is the Province of Ontario and those specified for the Province of Quebec apply to employees working on assignments or runs the home terminal of which is in the Province of Quebec.

No employee shall, as consequence of transferring from one Province to the other, be entitled, if qualified, to less or more than the total of 11 General Holidays in any year.

Examples:

- (1) An employee with home terminal in the Province of Quebec on St. Jean Baptiste Day who qualifies and receives payment for that General Holiday and who subsequently transfers with home terminal in Ontario would not be entitled to pay for Remembrance Day in the Province of Ontario.
- (2) An employee with home terminal in the Province of Ontario on St. Jean Baptiste Day who would not be entitled to pay for such General Holiday and who subsequently transfers with home terminal in Quebec on Remembrance Day shall, provided he or she qualifies under the provisions of clause 2 hereof, be entitled to holiday with pay on that General Holiday.

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## 7) Bereavement Leave:

As reflected in the *Canada Labour Code* amendments dated June 29, 2021, amend Article 32 to read:

### 32.01 DAYS OF LEAVE

- (1) Upon the death of an employee's spouse, child, step child or parent, an employee who has not less than 3 months cumulative compensated service shall be entitled to **10 days' bereavement leave of which 5 days will be without loss of pay** ~~consecutive calendar days' bereavement leave with payment of lost earnings~~ exclusive of overtime within such 5 days.
- (2) Upon the death of an employee's father-in-law, mother-in-law, brother, sister, step-brother, step-sister, step-parent, grandparent, spousal grandparent, grandchild and step-grandchild, an employee who has not less than 3 months cumulative compensated service shall be entitled to **10 days' bereavement leave of which 3 days will be without loss of pay** ~~consecutive calendar days' bereavement leave with payment of lost earnings~~ exclusive of overtime within such 3 days.

32.02 **The leave of absence of up to 10 days may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of the deceased person occurs.** Where there are extenuating circumstances, such as to schedule the leave in order to attend the funeral, the commencement of bereavement leave may be delayed upon authorization of the employee's supervisor. **The leave of absence may be taken in one or two periods. The employer may require that any period of leave be of not less than one day's duration.**

32.03 In the application of this Article, an employee's spouse is defined as the person who is legally married to the employee and who is residing with or supported by the employee, provided that if there is no legally married spouse that is eligible, it means the person that qualified as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the employee.

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**8) Held Out of Service:**

*The parties initialed concurrence on December 6, 2021*

Amend clause 39.06 to read:

39.06 An employee is not to be held off unnecessarily in connection with an investigation. **An employee may be held out of service for an investigation for the following reasons:**

- The nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual, or,
- To expedite the investigation, where this is necessary to ensure the availability of all relevant witnesses to an incident to participate in all the statements during an investigation which could have a bearing on their responsibility.

**In such cases, an employee held out of service more than 10 calendar days, or as mutually extended, due solely to the Company, will be paid lost wages for each day held out of service in excess of 10 calendar days, or such other agreed upon period. It is understood that employees held out of service in relation to alleged criminal charges and alleged Rule G offences, are not eligible for lost wages pursuant to this sub-clause unless later found blameless.**

**If an employee is unavailable such as but not limited due to illness or unable to be contacted by the Company for an investigation, the 10 calendar day period shall be extended by a period equal to the period the employee was unavailable.**

Layover time will be used as far as practicable.

An employee who is found blameless will be reimbursed for time lost in accordance with sub-clauses 34.01(1), (2), and (4).

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**9) Grievance Reduction Initiative & Article 41 Final Settlement of Disputes Without Work Stoppage:**

Revise Letter Re: Grievance Reduction Initiative and amend Article 41 Final Settlement of Disputes Without Work Stoppage as per **Appendix 2**.

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10) Union Leave-----As per Arbitrator Kaplan's award

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## 11) Terminal Transfers at Change of Card

*The parties initialed concurrence on December 6, 2021*

Effective with the next Change of Card following this Agreement coming into effect, all bidding will be conducted electronically.

New clause in Article 60 and 87 to read:

### WEST AND EAST APPLICATION

#### 60.21 EMPLOYEE TRANSFER OF TERMINAL AT CHANGE OF CARD

1. The following protocol will be used when determining eligibility of employees applying to exercise seniority between districts and regions at the General Advertisement of Assignments:
  - a. The Company will issue the general advertisement of assignments 42 days prior to the date in which change of card takes effect.
  - b. The Company will accept electronic notification (bid) from employees up to 28 days prior to the date in which change of card takes effect.
  - c. Once the above referenced cut-off date has expired (28-days), the Company will within 14 days:
    - i. Issue a bulletin naming the successful applicants and the locations they are transferring to.
    - ii. Provide Local Chairmen with copies of all electronic bids.
    - iii. Provide the General Chairmen with all relevant information of employees who have made application to transfer, including name, seniority ranking, and locations exercising to and from.
    - iv. Provide employees who are unsuccessful, and the General Chairmen, the reasons thereof.
    - v. Employees who are awarded positions outside of their District and who cannot be released in conjunction with the General Advertisement of Assignments due to staffing requirements will be notified accordingly. Employees falling under this category may be held in their terminal for no more than thirty days following the effective date of the General Advertisement of Assignments.

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- d. To determine whether an employee can successfully hold a permanent vacancy in the location to which they have applied, the following formula will be used:
- i. The week prior to the cut-off date in (a), the Company will calculate a 1 (one) month average for all unassigned pools and common spareboards.
  - ii. This average will be added to the number of all assigned permanent positions existing at the location on the cut-off date referenced in (a) above.
  - iii. The combined total will constitute the terminal employee baseline.
  - iv. Employees making application to transfer will be assessed relative to the junior employee on the terminal baseline in their craft:
    - If transferring within the region and if senior to the junior employee, the transfer will be approved;
    - If transferring between regions (refer to clause 56.10) and if senior to the junior employee, the transfer will be approved unless a layoff would occur at the destination terminal at the time of implementation of the General Advertisement. Employees disallowed on the basis of a potential layoff at the destination terminal will be advised 14 days in advance of the General Advertisement.
2. Employees may continue to exercise their seniority to another Terminal as provided for elsewhere within the Collective Agreement.

## **WEST AND EAST APPLICATION**

### **87.40 EMPLOYEE TRANSFER OF TERMINAL AT CHANGE OF CARD**

1. The following protocol will be used when determining eligibility of employees applying to exercise seniority between districts and regions at the General Advertisement of Assignments:
  - a. The Company will issue the general advertisement of assignments 42 days prior to the date in which change of card takes effect.
  - b. The Company will accept electronic notification (bid) from employees up to 28 days prior to the General Advertisement of Assignments.

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- c. Once the above referenced cut-off date has expired (28-days), the Company will within 14 days:
- i. Issue a bulletin naming the successful applicants and the locations they are transferring to.
  - ii. Provide Local Chairmen with copies of all electronic bids.
  - iii. Provide the General Chairmen with all relevant information of employees who have made application to transfer, including name, seniority ranking, and locations exercising to and from.
  - iv. Provide employees who are unsuccessful, and the General Chairmen, the reasons thereof.
  - v. Employees who are awarded positions outside of their District and who cannot be released in conjunction with the General Advertisement of Assignments due to staffing requirements will be notified accordingly. Employees falling under this category may be held in their terminal for no more than thirty days following the effective date of the General Advertisement of Assignments.
- d. To determine whether an employee can successfully hold a permanent vacancy in the location to which they have applied, the following formula will be used:
- i. The week prior to the cut-off date in (a), the Company will calculate a 1 (one) month average for all unassigned pools and common spareboards.
  - ii. This average will be added to the number of all assigned permanent positions existing at the location on the cut-off date referenced in (a) above.
  - iii. The combined total will constitute the terminal employee baseline.
  - iv. Employees making application to transfer will be assessed relative to the junior employee on the terminal baseline in their craft:
    - If transferring within the region and if senior to the junior employee, the transfer will be approved;
    - If transferring between regions (refer to clause 90.09) and if senior to the junior employee, the transfer will be approved



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unless a layoff would occur at the destination terminal at the time of implementation of the General Advertisement. Employees disallowed on the basis of a potential layoff at the destination terminal will be advised 14 days in advance of the General Advertisement.

2. Employees may continue to exercise their seniority to another Terminal as provided for elsewhere within the Collective Agreement.

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## 12) Layoff & Recall:

Amend Articles 109.01, 109.04 and 109.12 to read:

109.01 Employees will be given a 10-day notice of lay off by **phone call with follow up by personal email** ~~in writing~~. In the event of a strike or work stoppage by employees at Canadian Pacific Railway, a shorter layoff notice and recall period may be given. **Employees must keep their email address and phone contact number(s) up-to-date.**

109.04 In the event of layoff, all affected junior employees at specific terminals will received ten (10) days' notice of layoff by 2201 Thursday, followed by **phone call with follow up by personal email** ~~written notification~~. Such email will include a reference to the application cut-off date/time should an employee chose to exercise seniority. **Employees must keep their email address and phone contact number(s) up-to-date.**

109.12 Employees who have been laid off due to reduction of staff will receive 15 days' notice by **phone call with follow up by personal email** ~~registered mail~~ when being recalled for service. **Employees must keep their email address and phone contact number(s) up-to-date.**

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#### 4. HOUSEKEEPING

Update Collective Agreement to eliminate redundant or expired Articles, Appendices, Letters of Understanding and references, such as:

- Modernize all relevant Collective Agreement provisions to reflect electronic bidding for weekly placement as well as General Advertisement of Assignments (Change of Card).
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#### 5. GENERAL

- Appendix 1 – Improvements to the Benefit Plan
  - Appendix 2 – Grievance Reduction Initiative & Article 41
  - Appendix 3 – Management Union Meetings
  - Appendix 4 – Duty & Rest Period Rules Assessment Committee
  - Appendix 5 – Bunkhouse Review Process
  - Appendix 6 – CMA Records
  - Appendix 7 – Electronic System for Tracking Lineups
  - Appendix 8 – Starting Annual Vacation
  - Appendix 9a – Letter Re: Kawartha Lakes Railway
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  - Appendix 11 – Weekly Indemnity Benefits
  - Appendix 12 – Weekly Indemnity Benefits – Base Rate
  - Appendix 13 – Amendments to Memorandum of Shepard Agreement
  - Appendix 14 – Grievance Management System
  - Appendix 15 – Miscellaneous Issues
  - Appendix 16 – Locomotive Voice Video Recording
  - Appendix 17 – Standardized Calling Rules
  - Appendix 18 – Application of Union Leave
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#### 6. DURATION

Unless otherwise referred to herein, all other Union and/or Company proposals are withdrawn in their entirety and this Agreement (including all Supplemental Agreements) shall remain in effect until December 31, 2023.



**SIGNED AT Calgary, Alberta this 21<sup>th</sup> day of March, 2022.**

For Canadian Pacific Railway:

For TCRC:

Myron Becker  
Chief Labour Officer

Dave Fulton  
General Chairman  
TCRC West CTY

David E. Guerin  
Managing Director  
Labour Relations

Greg Edwards  
General Chairman  
TCRC West LE

David Pezzaniti  
Director Labour Relations

Ed Mogus  
General Chairman,  
TCRC East LE

Lauren McGinley  
Assistant Director  
Labour Relations

Wayne Apsey  
General Chairman,  
TCRC East CTY

Ivette Suarez  
Labour Relations Officer

Elliot Allen  
Labour Relations Officer

Approved:

Mark Redd  
Executive Vice President Operations  
Canadian Pacific

  
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## 7. APPENDICES

### **Appendix 1 - Improvements to the Benefit Plan** *The parties initialed concurrence on December 6, 2021*

March 21, 2022

Greg Edwards  
General Chair LE West  
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Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
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Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
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Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This is in reference to our discussions during 2021 negotiations in which the Union indicated their desire for a variety of improvements to the Benefits Plan. This will serve as an amendment to Article 37.

The parties agreed that in addition to the Plan amendments identified in the Memorandum of Settlement, the appropriate documents will be updated to reflect the following improvements to the Benefits Plan effective 30 days following this Agreement coming into effect:

#### Extended Health Care

1. Provide a direct billing benefits card.
2. Provide for preventative vaccines including: hepatitis, tetanus, diphtheria, malaria, meningitis, and typhoid.
3. Provide for Infertility drug coverage at 50% to a maximum of \$3,000 per lifetime and Erectile Dysfunction drug coverage at 50% to a maximum \$1,000 per calendar year as prescribed.
4. Psychologist Benefit: Addition of Clinical Counsellor to Psychologist Coverage of 100% up to \$1,000 calendar year maximum.

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In addition, the parties agree to a closed period commitment to meet within 60 days of this Agreement coming into effect and complete within 120 days of this Agreement coming into effect, a comparison review of current benefit terminology and that of pre-existing benefit language contained in the Consolidated Collective Agreement. Any disputes arising from this review will be advanced to rights arbitration before Arbitrator Clarke on an ad-hoc basis.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

WA EM h.e. DF

**Appendix 2 - Letter Re: Grievance Reduction Initiative & Article 41 Final Settlement  
of Disputes Without Work Stoppage (Arbitration)**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

The parties have taken significant steps to address the existing backlog of grievances and are committed to these ongoing efforts.

In order to improve the parties ability to respond to changing conditions at CROA&DR and provide greater adaptability in the arbitration process, the parties have agreed to remove the Letter Re: Grievance Reduction Initiative and revise Article 41 as follows. It is understood the following will apply to existing arbitration commitments (i.e. January 2022 CROA, February 2022 Ad Hoc Arbitration, etc.). The parties agree to review the initial handling of cases in December 2022 and, if warranted and subject to the approval of the arbitrator, adjust the number of grievances heard per day to ensure the hearing days are maximized.

Article 41 will be revised to read:

- 41.01 All differences between the parties to this Collective Agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to arbitration as outlined below for final settlement without stoppage of work.
- 41.02 It is understood and agreed that the filing and hearing of all cases with Canadian Railway Office of Arbitration and Dispute Resolution (CROA&DR) will continue to be subject to the Rules and Procedures as established.
- 41.03 It is agreed that the parties will allocate three (3) days per month, except in the month of August, to the settlement of disputes, unless otherwise mutually agreed as outlined below:



- Day 1: Mediation (FMCS)
- Day 2: CROA&DR or Ad Hoc Arbitration/Informal Expedited Arbitration
- Day 3: CROA&DR or Ad Hoc Arbitration/Informal Expedited Arbitration

**41.04 Scheduling of Cases**

It is the intention of the parties to have as many disputes heard per day. The suggested minimum number of cases to be heard per day is as follows:

Hearing Type	# Grievances per day
CROA&DR	As determined and scheduled by CROA&DR
Ad Hoc Arbitration	5
Informal Expedited Arbitration	12
Mediation (FMCS)	40

Where the parties agreed to days of blended Ad Hoc Arbitration and Informal Expedited Arbitration, the following will be the maximum number of cases heard per day:

# Ad Hoc Arbitration	# Informal Expedited Arbitration
4	3
3	5
2	7
1	10

Arbitration that arises from a Material Change will follow the provisions of the material change articles of the Collective Agreement and will be above and beyond the monthly allotments.

**41.05 General – Ad Hoc Arbitration, Information Expedited Arbitration & Mediation**

(1) The Union shall submit a single consolidated list of grievances and proposed JSIs to the other party no later than the first day of the month, 3 months prior to the hearing date. The receiving party shall have ten (10) days to review and indicate concurrence for the progression of the files through this process. The parties recognize that there may be occasion for the Company to submit an issue(s) in dispute along with proposed JSI no later than four months prior to the hearing date.



- (2) Where the parties are unable to mutually agree on a grievance file, the grievance shall not proceed through this process, but shall remain on the backlog of grievances filed for resolution at CROA&DR or any other agreed upon process by the parties.
- (3) Where the parties mutually agree, Mediation (FMCS) may be replaced with Ad Hoc Arbitration/Informal Expedited Arbitration subject to sixty (60) days notice.
- (4) For Ad Hoc and Informal Expedited Arbitration, a Joint Statement of Issue (JSI) containing the facts of the dispute and reference to the specific provision(s) of the Collective Agreement allegedly violated, shall be jointly submitted to the Arbitrator no later than the first day of the month, 2 months prior to the hearing date. Where the parties are unable to agree on a JSI two months prior, they agree to have the arbitrator try to mediate this process between that time and 30 days prior to the hearing date.

If unsuccessful after that, the grievance shall not proceed through this process, but shall remain on the backlog of grievances filed for resolution at CROA&DR or any other agreed upon process by the parties. The next agreed upon file will be scheduled in its place, subject to mutual agreement on a JSI. No replacements will be made within thirty (30) days of the date of the hearing.

- (5) Representations and arguments at arbitration shall be restricted and limited for each case, to not more than two spokespersons for the Union and two for the Company.
- (6) Witnesses will not be called or permitted to provide testimony during informal expedited or mediation, but affidavits and witness statements may be submitted as evidence.
- (7) It is understood that the inclusion of witnesses at Ad Hoc Arbitration will not extend the time periods outlined in sub-clause 41.07(3); however, the parties recognize that witnesses may require the case be scheduled over two or more slots. For scheduling purposes, either party shall advise the other of their intent to have a witness(es) no later than 8 weeks in advance of the hearing date.
- (8) The Video Conference Arbitration Handling Guidelines dated May 16, 2020 will continue to apply until live hearings can be held, or unless the parties otherwise mutually agree; where any conflict exists between the Guidelines and the items contained within this Article, this Article will prevail.

  
A.E. DF  
EM MB



#### 41.06 Arbitrators

- (1) For the term of the contract, the panel of arbitrators shall consist of
  - a. Tom Hodges
  - b. Graham Clarke
  - c. Kevin Burkett
  - d. Chief CROA Arbitrator.
  - e. Mutually agreed upon Arbitrators
- (2) Arbitrators will be utilized on a rotating basis subject to arbitrator availability. The arbitrators will be scheduled a minimum nine months in advance.
- (3) It is understood that if the parties reach consensus on scheduling, they are not restricted from scheduling Ad Hoc Arbitration hearings via Zoom by mutual agreement or in Eastern or Western Canada.
- (4) Each party shall respectively bear any expenses each has incurred in the preparation and presentation of the case to the Arbitrator, but any general or common expenses, including remuneration and expenses of the Arbitrator, shall be divided equally.

#### 41.07 Ad Hoc Arbitration

- (1) Each General Chairman will submit a grievance for final settlement within this process. The fifth grievance slot will be given to the oldest dismissal grievance.
- (2) Written briefs will be exchanged by the parties and provided to the Arbitrator four (4) business days in advance of the hearing date. Written rebuttals will be exchanged with each other and to the Arbitrator two (2) business days in advance of the hearing date. The submission will be subject to the normal rules of admissibility and discretion of the Arbitrator.
- (3) At the hearing, each party shall be given a total of thirty (30) minutes to present its position and arguments and then an additional fifteen (15) minutes each for rebuttal. It is understood that the parties and Arbitrator are obligated to abide by these strict timelines. The normal burden of proof shall prevail.
- (4) Each decision rendered under this process, shall be final and binding upon the Company, the Union and any implicated employee(s). The Arbitrator shall remain seized for each case presented.

  
26



#### 41.08 Informal Expedited Arbitration Process

- (1) To the extent possible, all grievances, except dismissals or policy type grievances, shall be considered for the Informal Expedited Arbitration Process.
- (2) A maximum one-page summary of the parties' position/presentation and a Book of Documents containing all records or other evidence to be relied upon at the hearing must be exchanged by the parties and submitted to the arbitrator four (4) business days in advance of the hearing date. The submission will be subject to the normal rules of admissibility and discretion of the Arbitrator.
- (3) At the hearing, the positions of the parties shall be presented orally. Each party shall be given a total of ten (10) minutes to present its position and arguments and then an additional five (5) minutes each for rebuttal.
- (4) The normal burden of proof shall prevail. Awards shall not be precedential or referable for the purposes of any future case(s). Expedited awards shall not be quoted or otherwise cited at the presentation of any other cases before any Arbitrator, and shall not be reported, except to the parties. Written reasons for the award shall be identified as being non precedential and provided only to the parties to the grievance and they shall be numbered in sequential order, for administrative ease of identification only.
- (5) The decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable Collective Agreement. The Arbitrator shall, upon request of either party, or if he/she deems fit, issue an immediate award, to be followed up with a more detailed confirmation in writing.
- (6) Where, at any time during the filing or presentation of a case under this process, it appears to the Arbitrator, after consultation with the parties, that the case is not appropriate for proper hearing and disposition under this process, and should be heard through the normal arbitration procedures, he or she may refer the matter back to the parties to be progressed to CROA&DR or Ad Hoc Arbitration.
- (7) Legal counsel will not be permitted to make submissions, attend on behalf of or with either party.
- (8) Each decision rendered under this process, shall be final and binding upon the Company, the Union and any implicated employee(s). The Arbitrator shall remain seized for each case presented.

~~MS~~ AM D7 ~~h.c.~~  
27  
MS

**41.09 Mediation (FMCS)**

- (1) To the extent possible, all grievances, except dismissals, and policy type grievances, shall be considered for Mediation (FMCS).
- (2) It is understood that the role of the mediators is to assist the parties in discussing the files progressed through this process and in reaching mutually agreed upon resolutions where possible.

**41.10 Abeyance Code Disputes**

A minimum of three (3) of the existing abeyance code disputes per year will be scheduled for final settlement with CROA&DR or Ad Hoc Arbitration. New abeyance code disputes, on a first in, first out basis, will be scheduled to be heard at arbitration within one year of being established if all other abeyance codes have been dealt with in this format. Dismissals older than 1 year will take precedent over new abeyance code disputes.

Any dispute held within the abeyance codes that another Arbitrator has jurisdiction will be adjudicated by that Arbitrator above and beyond the agreed upon monthly allocations.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

*[Handwritten signatures and initials in blue ink: MB, EM, DF, and a signature]*

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

~~WA~~ h.c. 57 EM  
29  
MB

### Appendix 3 - Letter Re: Management Union Meetings

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter is further to the parties discussions regarding the value of union and management meetings. The parties agree:

- a) Quarterly management/union meetings with Senior Vice-Presidents Operations (East and West), or Vice-President Operations designee, Labour Relations and the respective General Chairmen. Meetings will be limited to 14 items; 7 from the company and 7 from the union. The Parties agree to exchange proposed agenda items 2 weeks in advance. Minutes will be sent out after the meeting to be approved by the parties.
- b) Every 2 months management union meetings with General Managers Operations and General Chairmen to discuss outstanding grievances. The union agrees to exchange proposed agenda items 1 week in advance. Minutes will be sent out after the meeting to be approved by the parties.
- c) Monthly management union meetings with Superintendent Operations and Local Chairmen. The parties agree to exchange proposed agenda items, including terminal assignments, 1 week in advance. Minutes will be sent out after the meeting to be approved by the parties.

It is understood that any adjustments or establishment of terminal assignments must comply with the Collective Agreement.

*WJA* *h.c.* *DF*  
*EM* *MB*  
30

- d) Where agenda items are not exchanged as outlined above, the meeting will proceed on the agenda items that have been advanced.
- e) In the application of paragraph C, the Superintendent Meeting will be held on the day of the monthly union division meeting unless an alternative date is mutually agreed upon. Local Union Officers who are in attendance for the duration of this meeting will be compensated with a 100 mile non-chargeable payment.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

*WJA* *h.c.* *DF* *EM*  
31  
*MB*



**Appendix 4 - Duty and Rest Period Rules Assessment Committee**

*The parties initialed concurrence on December 6, 2021*

This letter dated March 21, 2022 shall not form part of the Collective Agreement.

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This has reference to our Memorandum of Settlement reached today and Transport Canada's Duty Rest Period Rules (DRPR) that will take effect during the closed period on May 23, 2023.

As part of the two year negotiated contract, covering January 1, 2022 until December 31, 2023, the parties agreed that a closed period commitment to study the potential impact of DRPR will prove beneficial. Such a study will benefit our employees and operation by allowing the parties to assess the positive impacts and potential challenges associated with DRPR before we commence the next round of collective bargaining in the fall of 2023. Therefore, the parties agree to the following:

- 1) By no later than January 1, 2023, a DRPR Assessment Committee will be established comprised of the following members:
  - One full-time Union representative plus one western and one eastern representative selected by the Union (employees will be entitled to lost wages and reasonable expenses if not working in a full-time Union capacity). To avoid unnecessary travel and expense, it is agreed that meetings may be held electronically via zoom/Teams or conference call.

Handwritten initials and signatures in blue ink at the bottom right of the page. The initials include 'WJA', 'EU', 'DF', and 'MS'. There is also a signature that appears to be 'M.B.'.

- The Company will assign one representative from each of the following departments:
  - Crew Management Centre (CMC)
  - T&E Field Operations
  - Labour Relations
- 2) The DRPR Assessment Committee will meet as required. Initial meetings will focus primarily on developing key measurable metrics that will be used to analyze both the positive impact and potential challenges associated with DRPR and current Collective Bargaining provisions, such as but not limited to:
  - Employee use of Extended Rest provisions
  - Employee use of Earned Days Of (EDOs)
  - Rest taken by employees at home terminal
  - Hours worked per week
  - Trips worked per week
  - Employee earnings
  - Unfit absences
- 3) The DRPR Assessment Committee will also develop joint recommendations in anticipation of the May, 2023 changes to address the following:
  - Potential requirement to stagger employees' "first trip" when DRPR is implemented to ensure that a balanced workforce and manpower requirements meet operational needs;
  - Potential pool sizing requirements to achieve optimum earnings capabilities for employees;
  - Calling rule considerations and cross-pooling requirements if required;
  - Employee training/educational requirements in advance of DRPR implementation;
  - 32 hour reset.

Note: The above list is not exhaustive and the Committee may make additional recommendations in connection with DRPR as it deems appropriate.
- 4) The DRPR Assessment Committee will provide their implementation recommendations to the EVP Operations, Chief Labour Officer and TCRC General Chairmen by no later than March 1, 2023.
- 5) Following DRPR implementation on May 23, 2023, the Committee will meet as required, but no less than twice monthly to review all key metrics and to assess the positive impacts and potential challenges to our employees and the Company's operations.

*A.C.*  
*EM* *DF*  
*MB*

- 6) The DRPR Assessment Committee will submit their findings and recommended solutions on what, if any, changes to the Collective Agreement may be required to address employee availability, customer service needs, and possible maintenance of employee earnings. These recommendations will be provided to the EVP Operations, Chief Labour Officer and TCRC General Chairmen by no later than October 1, 2023.
- 7) The DRPR Assessment Committee will be dissolved after providing its recommendation to the EVP Operations, Chief Labour Officer and TCRC General Chairmen by October 1, 2023. Should there be a need to engage the Committee after October 1, 2023, it may be temporarily re-established by mutual agreement between the parties.
- 8) The Union and Company agree to take all recommendations into consideration that will balance both employee needs and Company requirement to maintain operational stability and crew availability in light of the Duty and Rest Period Rules.
- 9) The parties recognize the importance of establishing the DRPR Assessment Committee which will play a pivotal role concerning the implementation of the Duty Rest Period Rules in 2023.
- 10) Lastly, in the event significant operational/employee availability challenges materialize following the implementation of DRPR that is brought about by the use of EDOs or voluntary rest provisions the parties agree to meet as soon as possible to discuss and, if possible, address and resolve the matter, but no later than within 48 hours following notification from the Company with full particulars.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

*WA* *EM* *DF* *S.C.*  
34  
*MB*

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

~~WAS~~ EM T.E.  
DZ

**Appendix 5 - Bunkhouse Review Process**  
*The parties initialed concurrence on December 6, 2021*

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter is to confirm that the local Superintendent, or their designate, meet monthly with the Chairpersons of the Local Committees of Adjustments, or their designates, to address any local business.

Sufficient notice will be provided by the Local Chairman on items to be added to the agenda concerning bunkhouses. The purpose of this discussion will be to review any concerns provided and, if the parties agree they are relevant items of concern, they will be addressed within a reasonable period of time.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

*WPA* *FM* *DF* *K.C.*  
36  
*MB*



Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

~~WAS~~ EM h.c.  
DF  
37  
MS

**Appendix 6 - CMA Records**

*The parties initialed concurrence on December 6, 2021*

This letter dated March 21, 2022 shall not form part of the Collective Agreement.

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter confirms that during the term of the CBA the Company intends to implement changes to CMA (Crew Management Application) to allow employees access to 12 months of their CMA employee records (e.g. time slips, work history).

In the interim, the Company will provide CMA employee records on a case-by-case basis as requested by the General Chairman to the Assistant General Manager Crew Resources. The Company will not decline reasonable requests, however requests will be made on a limited basis.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

EM      A.P.  
WA      DF  
38  
MS

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

~~WA~~ EM S.E.  
D7  
39  
MB

## Appendix 7 - Electronic System for Tracking Lineups

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 24916, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This has reference to our discussions regarding employee's ability to track lineups and determine approximately when they will be required to go to work.

The Company provided the Union with information regarding a system the Company is looking at implementing for the sole purpose outlined above. This will confirm it is the Company's intent to implement such an electronic system at the first available opportunity subject to budget and programming availability.

Sincerely,

Mark Redd  
EVP Operations  
Canadian Pacific

*WP* *EM* *DZ* *RC*  
40  
*MR*

**Appendix 8 - Starting Annual Vacation**  
*The parties initialed concurrence on December 6, 2021*

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This has reference to our discussions during this round of collective bargaining regarding EDO windows and an employee's ability to commence annual vacation on the first day.

While we were not agreeable to expand the EDO provisions to allow employees to utilize EDOs outside their windows, the Company agreed to continue the existing practice that encourages employees to discuss their vacation requirements with their local manager. Reasonable requests will not be unnecessarily withheld. If it is agreed, the employee will then be able to utilize an EDO outside of their window for the purpose of booking off in advance of annual vacation. Such discussions and agreements will all continue to be on a without prejudice or precedent basis.

Sincerely,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

*WP* *EM* *D7* *S.E.*  
41  
*MB*



**Appendix 9a - Letter Re: Kawartha Lakes Railway**

March 21, 2022

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

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

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 Short line (KLR).

The following amendments will apply effective January 1, 2022:

1. KLR Article 3 as amended establishing increases under the terms of the National Agreement; Memorandum of Settlement dated March 21, 2022.
2. KLR Article 5, clause 5.4 will be amended to increase wages under the terms of the National Agreement; Memorandum of Settlement dated March 21, 2022.
3. KLR Article 25.1 will be amended to reflect renewed for a period of two years commencing January 1, 2022.

Note: Retroactive payments to active employees will be made within 30 calendar days following the effective date of the agreement.

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

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Wayne Apsey  
General Chairman  
TCRC East CTY

*A.E.*

*WA* *EM* *DF*

Ed Mogus  
General Chairman  
TCRC East LE

~~W/p~~

EM

DF

AC.

43

MB

**Appendix 9b - Letter Re: Kootenay Valley Railway**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dear Sirs,

This has reference to various discussions during this round of negotiations concerning the need to address issues unique to the Kootenay Valley Railway.

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 Kootenay Valley Railway (KVR).

The following amendments will apply effective January 1, 2022:

1. KVR Article 3 as amended establishing increases under the terms of the National Agreement; Memorandum of Settlement dated March 21, 2022.
2. KVR Appendix "C" Pay Rates will be amended to increase wages under the terms of the National Agreement; Memorandum of Settlement dated March 21, 2022.
3. KVR Article 24 Duration of Agreement will be amended to reflect renewed for a period of two years commencing January 1, 2022.

Note: Retroactive payments to active employees will be made within 30 calendar days following the effective date of the agreement.

The following amendments will apply effective with this Agreement coming into effect:

4. Work Rules:

- 1) Bereavement

Resolved as per the Memorandum of Settlement dated March 21, 2022.

  
44  
MB

2) Amend Article 6.7 Permanent Vacancy to read:

6.7 A permanent vacancy occurring between general changes of assignments is defined as a vacancy resulting from an employee leaving the service of the Company, the creation of a new assignment, an employee taking an official position with the Company or the Union, ~~or~~ an employee leaving the KVR, **or a subsequent vacancy created through the successful bid to a permanent vacancy by an existing KVR employee.**

- a) A permanent vacancy will be advertised to employees on the master seniority district (B.C.) and awarded to the senior qualified employee applying; if none,
- b) The vacancy will be awarded to the junior employee at Cranbrook who has been a successful applicant to the auxiliary list and is currently on that auxiliary list, who will be required to remain on the KVR until they are no longer the junior auxiliary list employee.

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

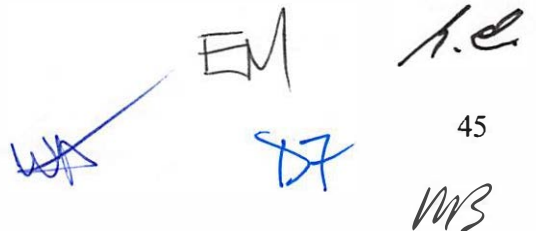
Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

  
45

**Appendix 10 - Article 87, 88 Road and 93 Yard - Illustrative Flowcharts**

*The parties initialed concurrence on December 6, 2021*

This letter dated March 21, 2022 shall not form part of the Collective Agreement.

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dear Sirs,

This has reference to our discussions during this round of collective bargaining regarding the creation of flowcharts to illustrate the language on Articles 87 and 88 of the Consolidated Collective Agreement.

The parties have agreed upon a closed period commitment to create illustrative flowcharts of Articles 87 and 88 Road and Article 93 Yard for ease of employees understanding. The parties agree to the following:

- For a period of one year following this Agreement coming into effect, a team will be established consisting of one western and one eastern TCRC representative selected by the Union (employees will be entitled to lost wages and reasonable expenses if not working in a full-time Union capacity). To avoid unnecessary travel and expense, it is agreed that meetings may be held electronically via zoom/Teams or conference call.
- The Company will assign one representative from each of the following departments:
  - Crew Management Centre (CMC)
  - T&E Field Operations
  - Labour Relations
- This team will meet as required, but not less than once per month. The team will provide a status update to the General Chairs for CTY and the Chief Labour Officer, or designees, quarterly, ~~but not later than March 30, 2022, June 30, 2022, and September 30, 2022.~~
- It is agreed that the team will have draft flowcharts developed, along with identification of any contradictory Collective Agreement language or other challenges as well as recommended solutions, for the September 30, 2022 status update. The General Chairs and Chief Labour Officer, or designees, will determine

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if the parties are able to mutually agree on a solution to identified challenges by October 30, 2022, and, if so, finalized flowcharts will be completed and released by December 31, 2022. In the alternative, the team's recommendations will be held for further discussion between the parties during the next round of collective bargaining.

The parties further agree that any flowcharts developed are for illustrative purposes only. In the event of a dispute, the language in the Collective Agreement shall prevail.

If you agree, please indicate your concurrence below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Wayne Apsey  
General Chairman  
TCRC East CTY

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**Appendix 11 - Weekly Indemnity Benefits**  
*The parties initialed concurrence on December 6, 2021*

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This is further to the discussion between the parties regarding the entitlement of Weekly Indemnity Benefits (“WIB”).

The parties agree that if an eligible employee is pursuing WIB benefits, and is unable to work on account of not meeting the RAC medical guidelines and/or being restricted by Occupational Health Services from performing their regular duties as a result of specific regulatory fitness to work requirements, that this restriction information will be shared by Occupational Health Services with the disability benefits provider, to ensure this information is considered as a part of overall claim adjudication.

To clarify, CP will continue to follow the WIB benefit extension process for employees who are on an existing WIB claim, when benefits are no longer supported due to medical indicating the employee is fit for work, in circumstances where Occupational Health Services restricts the employee from returning to work as a result of RAC medical guidelines, over and above the recommendation of the treating physician. Benefit extensions will not exceed the maximum 41 week period for WIB benefits.

The parties agree that should there be an issue it will be addressed as soon as possible to ensure the employee is not without benefits.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

  
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Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

~~WA~~ EM DJ *A.P.*  
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**Appendix 12 - Weekly Indemnity Benefits – Base Rate**  
*The parties initialed concurrence on December 6, 2021*

This letter dated March 21, 2022 shall not form part of the Collective Agreement.

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This is further to the discussion between the parties regarding the calculation and determination of employees' base rate for Weekly Indemnity Benefits ("WIB").

The parties have agreed, for the duration of the contract, to trial the removal of the base pay definition for WIB in its entirety from the Sunlife Benefit Booklet and, upon approved WIB claim adjudication, issue payment(s) to eligible employee(s) based on a daily WIB benefit amount that reflects the maximum weekly benefit. It is understood that WIB claim approval is subject to normal eligibility requirements as defined in the Sunlife Benefit Booklet.

It is agreed that the Company will monitor WIB claims and payments on a monthly basis and the Union will be notified of any irregularities or alleged abuse of the revised WIB language. The parties agree to meet to review the overall experience of this trial by no later than November 1, 2022.

This trial will remain in place until the end of this contract.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

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Sincerely,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

For TCRC,

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

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*EM*

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*A.E.*

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**Appendix 13 - Letter of Understanding – Amendments to Memorandum of Agreement Re: Operation of the Intermodal Services Shepard Facility at Calgary**  
*The parties initialed concurrence on December 6, 2021*

This letter dated March 21, 2022 shall not form part of the Collective Agreement.

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dear Sirs,

This is further to the discussion between the parties with respect to the 1998 Memorandum of Agreement concerning the Operation of the Intermodal Services Shepard Facility at Calgary (Calgary Intermodal Facility), more specifically item 3.6 regarding lunch.

As reflected in our discussions, the parties agree to amend Item 3.6 to read:

3.6 Shepard crews shall be entitled to one 20 minute lunch break with pay **when working an 8 hour per day schedule and two 20 minute lunch breaks with pay when working a 10 or 12 hour per day schedule.** The initial lunch break will occur between the second and fifth hour. The second lunch break (when required) will occur between the eighth and tenth hour. Breaks will be arranged so as to not interfere with the operation of the facility and in consultation with the intermodal supervisor on duty.

Unless otherwise stipulated herein, all other components of the 1998 Memorandum of Agreement and 2018 Letter of Understanding concerning the operation of the Calgary Intermodal Facility remain in effect.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY



Greg Edwards  
General Chairman  
TCRC West LE

~~WA~~

EM

*h.e.*

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## Appendix 14 - Grievance Management System

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter pertains to the automated processes for handling and tracking grievances, referred to as the Grievance Management System (GMS). The parties agree all grievances will be presented electronically via the GMS. If a grievance is not accepted by the GMS based on a failure of the system the grievance can be filed with the appropriate Company Officer electronically. If any failure of the system results in a violation of the time lines required of the Union to process a grievance, the time lines will automatically be extended.

- a) Within 60 days of the arbitrated Agreement, the parties will meet, as required, prior to implementation to fully understand the application and utilization of the GMS System. The Company will engage the appropriate IS department personnel for these meetings.
- b) The parties agree to meet no less than each 90 day period following implementation then as required thereafter to review any concerns that may arise, and to identify solutions to address concerns. This does not prevent the Union from escalating any concerns with respect to the system as required between the aforementioned 90 day periods or thereafter.
- c) During the initial 30 day period prior to the implementation of the GMS System, the Union will provide a list of any/all employees and/or Union Officers who they wish to have access to the System. Periodically the Union may provide an updated GMS Access List of employees and/or Union Officers to the Company.
- d) During the initial 30 day period prior to implementation, the Union will also identify who within the Union/employee base will be identified as submitting the grievance within the GMS. This is required for paragraph c) and d) to ensure appropriate security levels are assigned.

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This also confirms our understanding that the Union will have continuous access to the aforementioned information when using the Grievance Management System. Furthermore, the Company agrees that no changes to the system will be made without concurrence of the General Chairmen. The parties recognize that from time to time the IS Department will be conducting security analysis on the GMS system and necessary maintenance and that this will not constitute a change to the system.

It is further understood that the use of CP's GMS does not constitute a change in the joint ownership of the grievance process.

An online training module has been developed and will be made available for the General Chairmen and Union Executives. We will also host workshops to demonstrate and educate the system capabilities with those that have the right to access the GMS. Union officers referred to herein, who are not on full time union leave, will receive 4 hours at Other than RQ rates as outlined in Article 27.01 for attending a workshop.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

## Appendix 15 - Miscellaneous Issues

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter pertains to the discussions between the parties and contains a comprehensive settlement package of issues discussed between the parties and is contingent upon full and final settlement of all outstanding issues between the parties that are not identified herein:

- (1) Incentive for expedited recall from layoff, and
- (2) New language regarding online training.

### 1. Incentive for Expedited Recall from Layoff

The following is intended to assist the Company and employees, who are subject to recall with a defined early recall process that establishes certainty to when a laid-off employee will return to work recalled. To be eligible for the financial incentive provided herein the following must occur:

- a) Upon notification of laid-off status, employees must declare their intent via email of their commitment that upon recall they will return to work as provided in paragraph c) hereof.

Note: Once recalled, employees are required to return to active status as declared.

- b) Subsequent to their original declaration, if there is a change in the employee's ability to accept an early recall, they must notify the CMC (via email) prior to any recall.

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- c) Within 48 hours from date the employee returns to active service, the Company will process an off cycle payment of the early return to work incentive outlined below:

<u>Return to Active Service</u>	<u>Incentive</u>
Within 3 days' of the date of Notice	\$1,250.00
Within 4-7 days' of the date of Notice	\$1,000.00
8-15 days' of the date of Notice	\$0

Note: Employees must keep their email address and phone contact number(s) up to date. Payment of the above will be processed within 48 hours of return to active service.

## 2. Online Training

The parties agree to a new Article 27.02 as follows:

### 27.02 ONLINE TRAINING

Employees required by the Company to complete 8 hours training online during their off-duty hours shall be entitled to pay for 10 hours at the hourly rate specified in clause 27.01 upon successful completion of 8 hours of online courses per calendar year. Online training during off duty hours will not be subject to the minimum 4-hour payment as outlined in article 27.01 above.

The 8 hours of online training includes the following:

- Rail Security Training (10 minutes)
- Home Safe (10 minutes)
- Code of Business Ethics (30 minutes)
- Alcohol & Drugs in the Workplace (90 minutes)
- Alcohol & Drug Assistance through Company Officer & Co-Worker Reporting (30 minutes)
- Safer Web Browsing (30 minutes)
- Employee Rights & Responsibilities - Safe Workplace (60 minutes)
- Electronic Devices (30 minutes)
- Crew Resource Management (60 minutes)
- Workplace Awareness & Accountability Training (40 minutes)
- Ergonomics Awareness (60 minutes)
- Fire Extinguisher (30 minutes)

Any changes to the online training modules may take place after consultation with the General Chairmen. At no point will the online training exceed 8 hours.

Should the number of hours of training fall below 8 hours, the employee will still be guaranteed 10 hours of pay.

WA EM h.c. 57 MB

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

*WJA*

*EM*

*h.c.*

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**Appendix 16 - Letter Re: Locomotive Voice / Video Recording ("LVVR")**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Gentlemen,

The following reflects our discussion on inward facing Locomotive Voice and Video Recording (LVVR) technology surrounding Transport Canada's Legislation passed into Law by the Government of Canada that will go into effect 0001 September 2, 2022.

The following are interim provisions that will apply up to and including 23:59 September 1, 2022:

1. CP and the TCRC have come to understand that although the technology is available for LVVR, the use of recordings is a difficult balance between the safety of the operation and personal privacy as well as working conditions in the locomotive cab.
2. Internal LVVR recordings can only be used at the request of the Transportation Safety Board for the purpose of incident/accident investigation.
3. The review of LVVR footage or recordings by any other agency or individual is prohibited save and except for the employee of CP who is required to retrieve the footage for the Transportation Safety Board. The LVVR recording cannot be reviewed by CP except as provided by law.

The foregoing provisions remain in effect until 2359 September 1, 2022, thereafter, the use of LVVR will be in compliance with the Railway Safety Act Locomotive Video Recorder Regulations as amended.



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DF

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Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

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*EM*

*A.P.*

*DF*

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*MB*

## Appendix 17 – Standardized Calling Rules

March 21, 2021

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This is further to discussions held between the parties with respect to Standardized Calling Procedures. This is an issue carried over from the failed Tentative Agreement dated September 6, 2017. The parties agree that Arbitrator Kaplan remains seized on this issue.

During the current round of negotiations, the parties were unable to come to a consensus on Standardized Calling Procedures as well as a resolution to outstanding grievances. Accordingly, it is agreed the parties will schedule a hearing date with Arbitrator Kaplan based on availability and complete the following steps:

1. The parties agree the Standardized Calling Procedure dispute will be based on a 2022 grievance(s) in order to ensure the arbitration addresses disputes over the current calling rules.
2. A Joint Statement of Issue (JSI) containing the facts of the dispute and reference to the specific provision(s) of the Collective Agreement allegedly violated, shall be jointly submitted to Arbitrator Kaplan no later than the first day of the month, 2 months prior to the hearing date.
3. Where the parties are unable to agree on a JSI 2 months prior, they agree to have the arbitrator try to mediate an agreed upon JSI between that time and 30 days prior to the hearing date.

~~USA~~ EM b.c.  
DF

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

~~WA~~ EM DT ~~b.e~~  
62  
MB

**Appendix 18 - Application of Union Leave**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

During negotiations, the parties agreed to exempt officers of the provincial legislative board from the application of Article 42.16. It is understood that the number of officers of the provincial legislative board will not exceed more than 1 per province at any given time.

In the application of 42.16, the parties also agreed to meet with federal mediators prior to the first arbitration dates scheduled with Arbitrator Kaplan to review the roles of Executive Officers of the General Committees of Adjustment referred to in Article 42.06. In the event the parties are unable to resolve this matter, they will either develop a joint statement of issue or ex parte statements of issue and the matter will be scheduled for final resolution with Arbitrator Kaplan.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

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MB

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

~~WA~~ EM AC.  
DF 64  
MB



Myron Becker  
Chief Labour Officer  
Labour Relations

7550 Ogden Dale Road SE  
Calgary Alberta  
Canada T2C 4X9

## Side Letter - Employee Share Purchase Plan

This letter shall not form part of the collective agreement.

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter is to confirm the Company's Employee Share Purchase Plan will continue to be made available to eligible employees who are members of the TCRC, including the Kawartha Lakes and Kootenay Valley Railways, in accordance with the terms of the Plan. The Company may, at its discretion, alter, amend, revise or discontinue the Plan, in any manner, in whole or in part, provided thirty days' notice in writing is given to the Union. **This letter will not form part of any Collective Agreement.**

The Company contribution element of the ESPP program will expire on December 31, 2023, unless otherwise determined by the Company.

Sincerely,

A handwritten signature in black ink, appearing to be 'Myron Becker', is written over a horizontal line.

Myron Becker  
Chief Labour Officer  
Canadian Pacific Railway