

IN THE MATTER OF AN ARBITRATION
BETWEEN:

CANADIAN PACIFIC KANSAS CITY RAILWAY COMPANY

("Employer")

-and-

TEAMSTERS CANADA RAIL CONFERENCE

("Union")

(collectively, the "Parties")

MINUTES OF SETTLEMENT

WHEREAS in the 2021-2022 round of collective bargaining, the Parties agreed to Appendix 1 – Improvements to the Benefit Plan, which included a comparison review of the current benefits terminology contained in the Sun Life Group Benefit Plan(s) and that of the pre-existing benefits language contained in the Consolidated Collective Agreement (the "Comparison Review");

AND WHEREAS the Parties engaged in the Comparison Review in 2022 and 2023, during which the Parties were unable to agree on 10 alleged discrepancies between the Sun Life Group Benefit Plan(s) and the Consolidated Collective Agreement;

AND WHEREAS the Union filed grievances on January 23, 2020 (West) and January 24, 2020 (East), at which time joint grievances, alleging that certain terms and conditions of the Sun Life Group Benefit Plan(s) are a violation of the Collective Agreement;

AND WHEREAS the Parties referred the grievances to final and binding arbitration before Arbitrator Graham Clarke, for which the Parties prepared a Joint Statement of Issues (the "Joint Statement of Issues");

AND WHEREAS the Parties have agreed to resolve specific issues contained in the Joint Statement of Issues on the following basis;

NOW THEREFORE the Parties agree as follows:

1. The benefit booklet text referenced in Issue 3 of the Joint Statement of Issues (setting a "\$25,000 per person per benefit year" cap on Private Duty Nursing) will be removed from the benefit booklet.

2. The benefit booklet text referenced in Issue 5(c) of the Joint Statement of Issues will be replaced with the following text:

Employees are responsible for providing medical information and documentation as requested by Telus Health, in order to have their WIB benefits adjudicated. Telus Health is responsible for providing employees with the applicable deadlines to provide this information.

In the event an employee is unable to provide Telus Health with the required medical information by the deadline provided, due to extenuating circumstances outside of the employees control, and despite all demonstrated attempted efforts made by the employee to provide the required medical information, Telus Health will continue to provide reasonable discretion to extend medical deadlines by up to 14 days as warranted by the circumstances (or such longer periods as may be determined necessary on a case by case basis, due to exceptional circumstances). Any extensions to medical deadlines are discretionary and without prejudice or precedence.

3. The benefit booklet text referenced in Issue 5(d) of the Joint Statement of Issues will be replaced with the following text:

..... the date you do not attend a scheduled examination by an examiner selected by Telus Health, unless your failure to attend such an examination is due to circumstances entirely outside of your control (ex. medical emergency, etc.). Telus Health will confirm an employee's availability prior to scheduling the examination.

4. The benefit booklet text referenced in Issue 6(b) of the Joint Statement of Issues will be replaced with the following text:

Submit to additional examinations including but not limited to a Functional Abilities Evaluation or Independent Medical Evaluation as requested by the Doctor or Telus Health.

5. The benefit booklet text referenced in Issue 8 of the Joint Statement of Issues will be replaced with the following text:

You are not receiving from a physician, regular, ongoing care and Appropriate Treatment for your disabling condition, as determined by Telus Health.

6. Nothing contained in Paragraphs 1-5, above, will have any effect on employees' obligations to provide medical documentation to the Employer's Occupational Health and Safety (OHS) Department to support an employee's ability to return to work or to discharge the Employer's regulatory compliance obligations (which include the sharing of information between Telus Health and the OHS Department for return to work or benefit claim extension approval processes), nor upon the Employer's OHS Department's right or ability to request further medical documentation or to direct that medical assessments be conducted in pursuance of the foregoing.
7. With respect to Issue 7, the parties agree that the Employer will advise members that they can request that their manager complete a Status Change Form on the fourth day of absence, when the member has been absent due to illness or injury after 3 consecutive days. In the event that a member has not been contacted by Telus Health within 5 business days following their fourth day of consecutive absence due to illness or injury, the member will be permitted to escalate the matter to the Employer's Employee Services department to request a status change form be submitted. In such circumstances where the member has escalated the matter to Employee Services, processing of his/her Claim will be expedited on a priority basis—including but not limited to off-cycle payment of all WIB entitlements accrued to that point, should the claim be approved.
8. With respect to Issue 5(a) of the Joint Statement of Issues, the existing Appendix 12 to the March 21, 2022 Memorandum of Settlement shall continue to apply for the life of the current Collective Agreement 2024-2027.
9. The Employer shall remove the text contained in Issue 9 of the Joint Statement of Issues from the benefit booklet. Specifically the Employer will remove the clause: "If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits;"
10. The Union withdraws its challenge as outlined in Issue 10 of the Joint Statement of Issues, provided that, if all other eligibility conditions are met, weekly indemnity benefits shall be available to members where:
 - a. elective (i.e., cosmetic) surgeries are medically required as a result of an accident, illness, or injury; or

- b. where an otherwise covered disability is caused by a secondary condition resulting from an elective procedure (e.g., an infection or other condition arising as a result of an elective procedure).
11. These Minutes of Settlement are made and entered into with prejudice, and may be referred to or relied upon by either Party in future disputes, should such arise, concerning the scope of, interpretation of, and entitlement to, the benefits referenced in the above Paragraphs.
12. These Minutes of Settlement may be executed in one or more counterparts (signed electronically or otherwise), which when read together shall constitute a single document. The date of execution of these Minutes of Settlement shall be the date on which the last counterpart was executed.
13. Arbitrator Graham Clarke remains seized with respect to the application, interpretation, and implementation of these Minutes of Settlement.

Frances Bellis

November 3, 2025

**Canadian Pacific Kansas City Railway
Company**

Date

D. Dalton

November 3, 2025

**Teamsters Canada Rail Conference
CTY West**

Date

Greg Lawrence

**Teamsters Canada Rail Conference
LE West**

P. J. Z.

**Teamsters Canada Rail Conference
CTY East**

J. J. Fisher

**Teamsters Canada Rail Conference
LE East**