



# Teamsters Canada Rail Conference

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General Committees of Adjustment  
Canadian Pacific Railway

Dave Able  
Tim Beaver  
General Chairmen  
Locomotive Engineers

Douglas Finnon  
Daniel Genereux  
General Chairmen  
Trainmen, Yardmen & Conductors

September 9, 2006

Mr. Doug McFarlane, AVP Ops  
Canadian Pacific Railway  
401 9 Avenue SW, Fifth Floor  
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Mr. Scott MacDonald, AVP Ops  
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Mr. G. Deciccio, AVP Ops  
Canadian Pacific Railway  
1290 Central Parkway West  
Mississauga ON L5C 4R3

Dear Sirs:

Attached are the proposals of the Teamsters Canada Rail Conference in regard to the present round of negotiations, which are not necessarily in contract language. The Union reserves the right to add to, subtract from, modify, edit, withdraw or otherwise change these proposals as we see fit, up until the time a final Memorandum of Settlement has been achieved.

Dave Able  
General Chairman

Douglas Finnon  
General Chairman

Tim Beaver  
General Chairman

Daniel Genereux  
General Chairman



UNION PROPOSALS CONCERNING

REVISION OF THE COLLECTIVE AGREEMENTS  
COVERING EMPLOYEES

**REPRESENTED BY**

TEAMSTERS CANADA RAIL CONFERENCE  
(TCRC)

AT

CANADIAN PACIFIC RAILWAY

**September 9, 2006**

**1. TERM:**

- a) 3 years

**2. WAGES:**

- a) General wage increase as determined in the overall settlement applied to all rates of pay including, but not limited to, hourly, daily, weekly, mileage, fixed mileage, flat rates, shift differential, premiums and training rates increased each year within the term of the agreement.
- b) As determined in the overall settlement, a specific Shift Differential increase in addition to the General Wage increase.
- c) Yard rates RCLS YSE and YSH to be paid same rate (foreman) Yard shifts other than your own assignment to paid overtime rates (Engineers) Establish Yard Utility employee language and conditions. Increase existing Yard Rates over and above the General Wage increase. Specific increase to the Yard Spareboard Guarantee.
- d) Car mileage expense at \$0.45/km.
- e) Guarantees to be true bi-weekly and auto generated.
- f) Spare board guarantee language for designated LE spare boards
- g) Length train/run rates increased.
- h) Establish profit sharing/bonus.
- i) Modify passenger rates to freight rates.
- j) Commuter rail, establish split shift premium
- k) Include the CRS rates within Article 1 of the Collective Agreement.

**3. PENSIONS:**

- a) Increase the pension formula for establishing a pension for employees represented by the TCRC on the eligible employee's highest plan earnings up to and including the YMPE. The present formula is currently set at 1.7%.
- b) Improve the indexing provision for pensioners.
- c) Address the various issues related to "Grandfathering".
- d) Provide a provision to buy back lost service.
- e) Provide comprehensive post retirement benefit package to age of 65 and improve H.S.A. provisions. Also, deal with Quebec issue related to HSA.

- f) Utilize the best 3 years, or 36 months, to calculate pension instead of 5 years or 60 months.
- g) Establish Stock Purchase Plan for pensioners.
- h) Establish Bi weekly payment of pension.
- i) Increase Life insurance to \$10,000.

4. **BENEFITS:**

- a) Establish a Supplemental HSA in addition to existing benefit plans.
- b) Expand plan coverage to include expenses for massage therapy.
- c) Improve the existing level of dental benefits and coverage.
- d) Increase level of Life insurance.
- e) Improve the existing level of Vision care benefits and coverage
- f) Increase the Weekly Indemnity Benefit levels and coverage.
- g) Provide a Direct billing benefits card.
- h) Extend the coverage and benefits for employees sick and/or injured
- i) Establish 1.5 days per month of paid sick/compassionate leave.
- j) Increase payment for periodic, and all employer requested medicals to that of a minimum day.
- k) Establish an appropriate Work clothes/boot allowance.

5. **ANNUAL VACATION:**

- a) Decrease qualification periods for all weeks of AV.
- b) Provide a 7<sup>th</sup> week of vacation at 28 years of service.
- c) Provide specific language to address the existing Vacation Scheduling/flatline/prime time period, matters that exist throughout the entire country.
- d) Provide for the splitting of weeks for employees limited to 2 weeks vacation.

6. **SENIORITY:**

- a) Adjust the existing language to reflect seniority of Managers and temporary managers to be immediately frozen upon their working any management position, temporary or otherwise, for 365 cumulative days.

- b) Clarify and simplify seniority moves and language.
- c) Modify the existing language to reflect that Trainmen/TCRC is the exclusive source for Locomotive Engineer Trainees.
- d) Address the issues related to establishing seniority for new hires from various colleges.

7. **LAYOFF & RECALL:**

- a) Address the various Weekly crew change disputes.

8. **TRAINING:**

- a) Better training for new equipment.
- b) Engineer training - OJT - modify the language to ensure that appropriate training is provided to all employees training as a Locomotive Engineer.
- c) Address the training problems related to ECCP.

9. **BORDER/SECURITY ISSUES:**

- a) Establish language to provide for payment of related costs to obtain a Passport in order to work across the American Border.

10. **INVESTIGATIONS & DISCIPLINE:**

- a) Address various issues related to time held out of service by order of a company officer.
- b) Establish a comprehensive Investigation Training Program for local Union officers.
- c) Establish language to require just and reasonable cause to warrant downloading of the event recorders.

11. **QUALITY OF LIFE/FATIGUE MANAGEMENT:**

- a) Address and correct the various issues related to Attendance Management, OLA Policy and various techniques of Management that are perceived by the employees as harassment.
- b) Establish a clause to allow employees the ability to book extended rest, over 24 hours, in unassigned service, and subject to certain eligibility requirements.
- c) Establish microwaves and air conditioning as a standard on lead units.
- d) Address problems with Train line ups.
- e) Modernize Bunkhouse standards & third party facilities
- f) On duty times. Address the various difficulties associated with crews providing notice of rest and being on duty for excessive periods.

- g) Establish Spareboard employees' ability to book 24 hours rest every pay period without penalty.
- h) Address the circumstances when Trainmen are held for Engineer work and not called as such, as they are presently being restricted from their ability to book rest.
- i) Modernize the yard lunch times and clarify second lunch breaks in Yard service.
- j) Within the Bereavement Leave clause, which provides for three days bereavement leave, amend the language to include brother in law and sister in law.
- k) Establish an Unfit clause in all agreements.
- l) Provide Yard Service employees the ability to book rest at 10 hours on duty.

12. **WORK RULES:**

- a) TCS, resolve outstanding issues and eliminate TCS from Collective Agreement.
- b) Deadheading: Establish language to define the mode of transportation to be used in various circumstances.
- c) Provide payment for Switching power/conventionalize, robotize, WILD & BO cars
- d) Held away. Revise current Held Away language to address the ongoing concerns related to the holding of employees at other than the home terminal.
- e) Establish Job descriptions for all positions.
- f) Address the problems associated with obtaining rest following four hour safety meetings.
- g) Investigate the advantages of adjusting Pay periods to line up with crew changes, without affecting the date in which the employees receive their pay cheques.
- h) TJ & OM claims to be above minimum day for all employees.
- i) Establish a Supplemental Unemployment Benefit provision for laid off employees.
- j) Increase living away from home allowance as provided for within the Collective Agreement.
- k) Address the unique problems associated with the practice of running crews between two away from home terminals.
- l) Establish a clause for the Engineers, the ability to provide a 10-day notice to vacate in assigned service.
- m) Address the problems associated with obtaining accommodations when forced to another terminal.
- n) Redefine the definition of commenced work as it relates to Called and cancelled.

**13. PICKET LINE:**

a) Establish contract language that TCRC members have the right to honour legal picket lines.

**14. DUTY TO ACCOMMODATE:**

a) Provide comprehensive language to manage the Accommodation of employees and the Return to Work of employees.

**15. ADMINISTRATION:**

a) Address CMA Committee issues.

b) CMA related issue: – Provide language to include the process for establishing abeyance codes;

c) Create a union/membership Education Trust Fund with start up money and ongoing funding from Company.

d) Modernize the various outdated benefit levels within the material change articles.

e) Conclude the process related to Banking of certain payments.

**16. SUDBURY:**

a) Designate as home terminal.