



TEAMSTERS CANADA RAIL CONFERENCE

General Committees of Adjustment
Canadian Pacific Railway

Greg Lawrenson
Ed Mogus
General Chairmen
Locomotive Engineers

Dave Fulton
Wayne Apsey
General Chairmen
Conductors, Trainmen, Yardmen

September 19, 2023,

Hand Delivered

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Mr. Myron Becker
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Dear Sirs,

Attached are the proposals of the Teamsters Canada Rail Conference, regarding 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.

Yours truly,

Greg Lawrenson
General Chairman, LE West

Dave Fulton
General Chairman, CTY West

Ed Mogus
General Chairman, LE East

Wayne Apsey
General Chairman, CTY East

TCRC – Contract Proposals – 2023

1. Term: To be determined

2. Wages:

- a. General wage increases 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, unit rates, mileage allowance, salaried employees, premiums, training/trainer rates and material change provisions increased each year within the term of the agreement.

3. Quality of Life/Fatigue Management

- a. EDO provision
 - I. Expand, increase the EDO windows and define the process for using EDOs outside your windows including utilizing in conjunction with AV.
- b. Personal Leave days
 - I. Incorporate into the CBA, 10 personal leave days paid with payment based on the average of the employee's daily earnings, exclusive of overtime hours, for the 20 days the employee has worked immediately preceding the first day of the period of paid leave.
- c. Bereavement Leave
 - I. Amend the language of Bereavement leave to ensure it meets the minimum payment in the CLC.
- d. Medical Leave / Hold
 - I. Incorporate into the CBA, 10 medical leave days payment based on the average of the employee's daily earnings, exclusive of overtime hours, for the 20 days the employee has worked immediately preceding the first day of the period of paid leave.
 - II. Clarify that medical leave /hold turn will not reset the qualification for an EDO.
- e. Heldaway (HA)
 - I. Modify HA articles to provide for escalating payments, auto deadhead, payment to begin earlier and end when the crew reaches OMTS.
 - II. Accrued time toward the calculation of HA to continue after completion of being called in turn service.
 - III. Eliminate the 8 hour provision with respect to a derailment or road closure.
- f. Fatigue Management Plan
 - I. Explore counter fatigue measures, including opportunity naps, in the cab of the locomotive.
 - II. Scheduling work in unassigned service through assigning trains, windows and inactive/active days.
 - III. 48-hour rest provision.
 - i. Remove the restriction to 48 hours prior to EDO.
 - ii. Amend the provision to allow 48 hours to be taken at lower thresholds and when obtaining miles.

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- iii. Clarify employees who have their monthly mileage reset at an AFHT or during their tour of duty to the home terminal will have the ability to book 48 hours rest upon tie-up at the home terminal.
- iv. Employees who book 48 hours will be handled in the same manner as employees who book 24 hours.
- g. Bunkhouse
 - I. Modernization, within the term of the contract, of all rest facilities including, but not limited to, Wi-Fi, sound proofing, wireless / headphone capability and fridges in room.
- h. Calling procedures
 - I. Address the issues with employees being held for Locomotive Engineer work including, time being held, handling of their turn, rest and the payment of OA claims.
 - II. Employees cancelled at the AFHT prior to commencing work will be entitled to book rest.
 - III. Removal of all cross-pooling rules including but not limited, Smiths Falls – Belleville.
 - IV. Remove the 5 hour window in assigned Road Service.
- i. Cab Conditions
 - I. Establish microwaves, air conditioning, air ride seats and cleaning protocols as a standard on all locomotives.

4. Retirement Benefits

- a. Increase post-retirement health spending account benefits.

5. Benefits

- a. Improve the existing level of WIB, Dental, Life Insurance, and Extended Health and Vision Care Benefits coverage.
- b. Renew the letter re: calculation and determination of employees' base rate.
- c. Create a Health Spending Account for current employees.

6. Annual Vacation (AV)

- a. Decrease qualification periods for all weeks of AV.
- b. Increase the flat line numbers for primetime vacation period.

7. Payments / Rules

- a. Employees called in straightaway service will be paid a minimum of the fixed mileage method of pay in all circumstances including deadheading.
- b. Guarantee
 - I. Road Switcher guarantee amended to a true bi-weekly guarantee increased to 3000 miles, exclusive of all other earnings.
 - II. Establish Locomotive Engineer Spareboard guarantee of 3800 miles.
 - III. Automatic generated guarantees.

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- IV. Clarify and standardize the penalty provisions of the Trainperson's Spareboard guarantee.
- c. Provide C-Only premium payments to all crews when performing any work at any stop.
- d. Automobile allowance increased and maintained at the applicable CRA rate.
- e. Employees called for other than their own assignment, including but limited to, yard from the road or pool to assignment, will be paid the greater of their tour of duty and the earnings of their regular turn.
- f. Train Length increases, including GWI on a go forward basis.
- g. Length of run allowance increases, including GWI on a go forward basis.
- h. Work clothing allowances.
- i. PU claim paid in addition to all other claims with a minimum of one hour.
- j. Assigned Road Switchers paid yard rates including overtime and shift differential.
- k. Establish a work train fixed rate.
- l. Called and cancelled payments Article 81.03 to apply to LEs

8. Work Rules

- a. Clarify the application of the no scoop rule to include returning to the home terminal.
- b. Provide option for employees to charge all non-chargeable mileage claims to their monthly mileage on a monthly basis.
- c. Deadheading to be on other than freight service unless impassable road conditions. If roads are impassable, no more than one crew per engine.
- d. Create a formula to establish assignments at a given terminal based upon the number of extra assignments including extra yards, turns and ad hoc road switchers.
- e. The use of auxiliary boards be limited to when no employees are laid off at that location.
- f. Amend the language of Article 21.01 to remove any reference to delay.

9. Yards

- a. Increase in the time allotted for Yard / Road Switcher lunch.
- b. Increase the amount of rest available for spare yardmen.

10. Return to Work

- a. Confirm the commitment and obligation for the Company to involve the Local Return to Work Committee (LRTWC) in all accommodations.
- b. Establish a standardized payment for modified duties.

11. Training

- a. Amend the CBA to increase the training rates and to provide the C2 allowance to both CTY members of a crew for each trainee.
- b. Address the issues with Coaching Clinics.
- c. C2 earning allowance to not be included in any earnings used in a guarantee.
- d. Standardize and enhance the respective training programs including a minimum number of trips.

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12. Over Hours – Without prejudice to the Federal Court contempt hearings involving the cease-and-desist order- Ad Hoc 657

- a. Address the Collective Agreement language with respect to booking rest, completion of tour of duty, associated payments and compliance language.
- b. NR payment amended to a mileage basis, increased and to apply at 10 hours on duty for all classes of service including yards.
- c. Escalating payments on a trip, daily, weekly and monthly basis for over hours violations.
- d. Clarify and amend the language regarding on duty times to include the time waiting for a room at a rest house.
- e. Amend the CBA to include a provision waiving the work now grieve later principle for when an employee gives notice to book rest in any class of service, where the employee is fatigued on the job and seeks to be relieved.

13. Investigations and Discipline

- a. Reinstate the Brown System of Discipline.
- b. Language on proficiency tests, remove discipline as part of the process, remove test results after one year.
- c. Union representatives paid lost wages to attend investigations.

14. Article 41

- a. Revise and amend Article 41 to consider the thousands of outstanding grievances and the Code requirements including timely resolution of disputes.
- b. FMCS officer(s) recommendations will be implemented.

15. Miscellaneous

- a. CMA
 - I. Employees to have the ability to go on CP station to update their status and request bridging etc.
 - II. Change CMA to allow for the entry of delays prior to entering your off-duty time consistent with the DRPR.
 - III. CMA to reflect PL/ML days available.
 - IV. Provide CMA enhancements to auto generate off assignment claims and mileage entry.
- b. Address the issues with Union dues and LTD deductions.

16. Letters of Understandings

- a. Renew the following letters
 - I. Appendix 1 – Improvements to the Benefit Plan
 - II. Appendix 6 – CMA Records
 - III. Appendix 7 – Electronic System for Tracking Lineups
 - IV. Appendix 10 – Article 87, 88 Road and 93 Yard Illustrative Flowcharts
 - V. Appendix 12 – Weekly Indemnity Benefits – Base Rate
 - VI. Appendix 17 – Standardized Calling Rules.



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September 19, 2023

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Gentlemen,

Further to our respective letters dated September 1, 2023 signaling the commencement of negotiations pursuant to the Canada Labour Code, please find the following highlights of CPKC's bargaining proposals.

We anticipate that much of this round of bargaining will focus on the introduction of Transport Canada's Duty and Rest Period Rules ("DRPR") that took effect on May 25, 2023 and related Collective Bargaining Agreement implications. The TCRC openly lobbied for and secured these new hours of service rules for rail workers. Unfortunately, however, the Union was not interested in jointly developing a pilot project at select terminals to measure and monitor the impact of DRPR prior to its implementation in order for the parties to have access to as much experience with it as possible under the new regulations.

Public comments made by TCRC leadership indicated that its membership base would grow as a result of these changes. Such statements do not appear to be in line with the Union's rationale for pursuing crew fatigue countermeasures and the Company expects that the Union will clarify matters at the outset of negotiations.

The Company has reviewed the initial impact on our Collective Bargaining Agreement and will seek the following amendments:

Core Agreement

Wages:

- General wage increase(s) will be reflective of operating flexibility, term of agreement and need for enhanced employee availability.



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Benefits:

- Increase to Life Insurance, Extended Health, weekly indemnity and Dental maximums in line with patterns achieved with other unions.

Pay structure:

- Modernize the Collective Agreement and remove archaic pay structure by negotiating all-encompassing Time-Based Method of pay. Includes elimination of all jurisdictional divides (e.g. Yard/Road) and restrictive work rules (e.g. Conductor Only).
- An all-encompassing pay structure will simplify employee earnings and eliminate needless disputes in the best interests of our employee and managers.

Locals

- Relaxation of work rule restrictions for locals (yard and road)

Duty and Rest Period Rules (“DRPR”):

In view of the extensive lobbying undertaken by the Union to secure DRPR and Regulatory time off changes:

- Adjust Held Away pay to account for recent changes to regulatory DRPR rules at the away-from-home terminal.
- Remove Ten Hour Notice of for all crafts/service
- Amend Guarantee and MBR provisions to account for reductions in availability due to DRPR Rules
- Allow for 60 minute call time at the AFHT
- Relaxation of first in first out principle to optimize return of employees from Away From Home Terminal after turn or straightaway service.

Additionally, the following rest and time off provisions to be set aside:

- Unfit
- Rest at Home Terminal (up to 24 and 48)
- Rest at Away from Home Terminal
- Penalty Rest
- Earned Days Off (EDO) and Bridging time to EDO
- Rest after Held as ESB
- Rest after Rules Qualification
- Rest after Other than Rules Qualification
- Rest after Annual Vacation



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- Rest after Off for Miles
- Rest after Investigations
- Mileage Thresholds
- Shift Thresholds
- Rest after Cancelled.
- Subdivision Run Time Letter in CBA
- Held ESB Verbal notification (Art. 113.01 (7))

Arbitration Handling:

- CPKC to withdraw from CROA
- Eliminate CBA (p 156) Letter RE Management of Grievances & Scheduling Cases at CROA
- To discuss: Art 41 – Final Settlement of Disputes Without Work Stoppage

Investigation and Discipline handling:

- Provide for Admission of Responsibility (AOR) for up to 10 day suspensions
- Utilization of only one Union representative for formal investigations of more than one crew member involved in same incident

Miscellaneous:

- Standardize:
 - Weekly Placement Procedures (WPP) at all locations
 - Health & Safety Duty Pay at all locations
- Eliminate:
 - ECCP requirement for special agreements at major terminals.
 - Multiple Union dues assessment formulas (adopt one Union dues formula - one bargaining certificate, one Union).
 - Board of Review process for Material Change initiatives
 - Auxiliary Boards
 - National Reserve Board
 - Mileage Regulations / Monthly Mileages provisions
 - Verbal Held ESB notification (Art. 113.01 (7))
 - Letter "RE: Runaround at Away From Home Terminal (AFHT)" (p. 402 CBA)
 - Time Pools
- Probationary Period for new hires - extend to 60 days after date of qualification
- Include new Yard schedule options
- Discuss CLC paid Personal and Sick Leave
- Discuss Rest enroute provision
- 30 Day Notice to implement Meet & Turn crewing model at specific locations.



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Health and Safety:

- Eliminate dual Union roles/responsibilities for increased availability. (H&S reps vs local chairperson).
- One local H&S rep to represent all crafts.

KVR Agreement

- Assignment Changes: Revise Art 5.4 to reflect consultation with KVR Work Team with final decision resting with KVR Manager for reclassification and/or changes to assignments.
- Switching premium: Revise Art 5.9 to define Excessive switching.
- General Holidays: Revise Art. 8 to reflect designated GH days to match core GH days.
- Grievance Resolution: Revise Art. 17– to require a grievance be in writing and in GMS at any Step and include mandatory language stipulating that a grievance may not be submitted or progressed after time limits have expired
- General Advertisement of Assignments: Revise Art 21.1 to provide for the posting of permanent vacancies on the Western Region (currently limited to the BC Seniority Territory only)
- Housekeeping: Move Art. 7 provision (Final Settlement of Disputes) to follow Art.17 (Grievance Resolution).

KLR Agreement

- General Holidays: Revise Art. 8 to reflect designated GH days to match core GH days.
- Eliminate references to Gainsharing (Art 5.5) and Discretionary Fund (Art.5.6)
- Grievance Resolution: Revise Art. 17– to require a grievance be in writing and in GMS at any Step and include mandatory language stipulating that a grievance may not be submitted or progressed after time limits have expired.
- Housekeeping:
 - Move Art. 7 provision (Final Settlement of Disputes) to follow Art. 17 (Grievance Resolution)
 - Remove STL&H References

The Company reserves the right to add to, revise, modify, substitute, amend, or withdraw bargaining proposals, at its sole discretion. Any settlement or agreement reached on any item(s) is conditional upon the conclusion of a global, total, and comprehensive memorandum of settlement, which has been ratified.

Sincerely,

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VP & Chief Labour Officer
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September 13, 2014

Douglas Finnson
VP – Teamsters Canada Rail Conference
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Mr. Finnson:

Attached is a summary of our initial proposal.

The Company reserves the right to amend, add to, or delete proposals during the bargaining process until such time as an agreement is reached.

As we did during the last round of bargaining, we would like to give you a quick written overview and then a much more detailed conversation about the “why” behind what we have in our offer.

Wages and Term:

We think that there should be a wage increase in every year of the contract. If the contract is of a longer term, we can offer the solid increases that have been seen in our five other Canadian long term agreements. Longer terms lower negotiating and dispute preparation costs and these are cost items that we would rather pass on to our employees in a settlement.

Also, as we have been saying for many months now, let’s accomplish this as soon as possible and we will make the increases effective the day of signing. The most recent group we did this with is the Teamsters Rail Traffic Controllers. Their increases went in effective July 18th and we are pleased that over 94% of votes cast were in favour of that deal.

We also put the Employees Share Purchase plan back in effective the date of signing. As you know the plan is not part of agreements but we have returned it to all the union groups that sign before expiry.

We also agree that the various Benefit plans get updated, as we usually do.

Quality of Working Life:

We hear what our conductors, engineers and their union leaders are saying. Quality of working life is important. What this means varies by individual.

We also know that quality of life and running a more reliable efficient railway are not mutually exclusive goals. We have put in extended runs in an increasing number of locations and it meets both goals. The GC's that were in the last negotiations will recall that they felt at the time this type of run would not be accepted by our employees. Instead these runs have proven to be extremely popular and are typically bid by very senior employees. A win for all.

We'd like to look at solutions that meet the 5 principles (Service, Control Cost, Utilize Assets, Do it safely and People) and can be a win for all involved.

There are a number of ways to make this happen.

Our current system is not really working for either party or for our employees. You and our employees are dissatisfied with time off and we, as well as having the lowest allowed conductor hours in the industry, are unable to maximize crew utilization.

It doesn't have to be this way. We think there are ways to run more miles and enhance employee earnings while providing scheduled days off.

We are making some proposals and are open to listening to those that you have that can improve quality of life and improve service, controlling costs, utilizing assets and doing it all in a safe manner.

This is one idea that we think works. It is based on an approach used in other industries that allows people to setup their work life and bid for what makes sense to them.

Employees would self-designate by exercising their seniority into one of three groups. You could call them Standard, Enhanced and Unlimited earners. In order to stabilize their earnings for the category they select, we'd provide an option to change this designation every 6 months.

You might be thinking, how it could be a positive development for people?

A person has young children and would rather work fewer miles/hours. This person can select positions that operate the lowest run miles/hours, i.e. Standard earner.

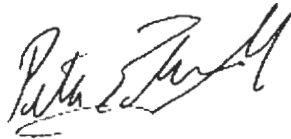
Perhaps a person wants to maximize their earnings - then electing an Unlimited earnings position would meet their needs.

All three groups would have a base or certain minimum miles that they would be expected to run. After the baseline is accounted for, the next two groups (Enhanced and Unlimited earners) would handle the work as outlined in our proposal.

This system has been very positive where it has been put in place. Working together we could make something that would work for CP and its running trades employees as well.

Other ideas may come forward as well. The criteria should be the same. Does it help us meet our 5 objectives? Does the solution help us improve the choices and quality of life for existing employees and help us attract and retain new employees?

Yours truly,



Peter J. Edwards
Vice President
Human Resources & Labour Relations



Myron W. Becker
Assistant Vice President
Labour Relations

Canadian Pacific's TCRC (T&E Employees) Bargaining Proposals

Provide employees with Scheduled Work Weeks, including assigned off days, modify method of pay to reflect Scheduled work week proposal and enhance operating flexibility to meet Legislative and Customer Service requirements.

TERM:

- General Wage increase(s) will reflect operating flexibility, length of term of agreement and enhanced employee availability.
- Dependent upon the term of agreement and if an agreement is signed prior to December 31, 2014, negotiated increases may be effective the date the signed settlement was reached.

BENEFITS:

- Annual Increase to Life Insurance, Extended Health & Vision Care maximums, Dental Care.
- Implement modified post-retirement HSA benefit provisions contained within existing ratified agreements with other Unions. For employees hired after January 15, 2015 the post-retirement HSA benefit provisions would be based on \$45.00/per year of service that is capped at \$900.00/yr.

PAY:

- **ESPP** – as a gesture of consideration since the ESPP is not part of these negotiations, if an agreement is reached prior to January 1, 2015 the Company will reinstate the company match for the Employee Share Purchase Plan.
- Establish an all-inclusive base rate of pay per classification. In addition to our proposal we are open to suggestions from the Union that simplifies employee pay.
- In line with the foregoing, modify the current method of pay so employees can maximize their earnings within a scheduled work week/assigned days off environment. During this round of bargaining it is our intent to improve the earnings opportunities and quality of life for employees and in order to achieve this objective we propose the following 3 earnings/availability categories be established for employees to bid for by seniority:
 - **Unlimited Earners** – Paid a high value premium plus the all-inclusive rate. Monthly mileage limitations would not apply to employees who bid this work.
 - **Enhanced Earners** – Paid a medium value premium plus the all-inclusive rate. Increase monthly mileage 20% above existing cap or be governed by the work schedule of the assignment.
 - **Standard Earners** – Paid all inclusive rates, no premium. Increase monthly mileage 10% or be governed by the work schedule of the assignment.
 - Employees who elect Unlimited and Enhanced positions commit to higher earnings/availability/work expectations in exchange with higher earnings opportunity.
- **Spareboards** – with the implementation of Unlimited/Enhanced Earning opportunities and work week schedules/assigned days off, mandatory spareboards will no longer be required.
- **Application** – Balance each terminal with the above earning categories.

WORK WEEK SCHEDULES

In order to address employee work/ life balance concerns, the following schedules may be advertised as either Pool, Assigned Service or Spareboard if required and will be bulletined on a semi-annual basis and consistent with the operational requirements of each Terminal:

- 6 working days with 2 consecutive assigned rest days (**Unlimited Earner**)
- 6 working days with 2 consecutive assigned rest days; followed by 4 working days and 2 consecutive rest days (**Unlimited Earner**)
- 5 working days with 2 consecutive assigned rest days (**Standard/Enhanced Earner**)
- 4 working days with 4 consecutive assigned rest days (**Standard/Enhanced Earner**)
- 4 working days with 3 consecutive assigned rest days (**Standard Earner**)
- 3 working days with 4 consecutive assigned rest days (**Standard Earner**)

TYPES OF SERVICE

- Assigned or unassigned service as terminal requirements necessitate.
- Terminal, Straight-away, Turnaround, Meet & Turn, Turn and Extended Service Run service operations.
- To better reflect our core business and what employees do, amend CBA yard/road/road switcher etc. provisions to Customer Service.

AGREEMENT PROVISIONS:

- In recognition of the establishment of scheduled work week/assigned days off, amend existing CBA to reflect that Legislated by Federal Work/Rest Requirements.
- In order to permit *Enhanced and Unlimited* earners the opportunity to maximize earnings while enhancing customer service opportunities, remove existing road/yard service jurisdictional provisions and amend the CBA to reflect a single classification of "Customer Service."
- The implementation of assigned work and days off for all employees more than adequately addresses the original intent of Earned Days off (EDO); as a result this provision is no longer required.
- To recognize "true flat lining of annual vacation", scheduling will take place over a 52 week period and the annual vacation bid deadline will be adjusted to December 15th.
- With the introduction of the "Pay" components and "Assigned Work Week Scheduling", monthly mileage caps will no longer have applicability for employees in assigned service. Therefore, it is necessary to amend the CBA to reflect that the assigned work week schedule will govern employee availability.
- For unassigned employees the Company proposes to either eliminate the mileage provisions or increase the monthly mileage caps as follows:
 - **Unlimited Earners** – no monthly mileage limitation.
 - **Enhanced Earners** – monthly mileages increased by 30%
 - **Standard Earners** – monthly mileages increased by 20%

- The implementation of assigned work and scheduled days off for all employees provides predictability and avoids the unknown found in today's work environment and as a result all current voluntary rest provisions contained within the CBA's are no longer required. Therefore, it will be necessary to amend the CBA Rest provisions to reflect Max 10 hours rest (plus 2 hour call) at home terminal and Max 8 hours rest (plus 2 hour call) at AFHT.
- All parties have an obligation to not only address but enhance the service requirements of Canada and our Customers. In order to enhance service, any Collective agreement provisions that have the ability to impede service at terminals or enroute must be relaxed to ensure Legislative and Customer service obligations are timely and competitively met.
- In order to meet rapidly changing customer service and Legislative demands the Company proposes the material change provisions be amended to provide implementation of proposed change(s) within thirty (30) days of notice when such change does not include changes to a home terminal. To assist employees in readily understanding how potential adverse effects will be addressed amend the CBA and incorporate recognized and agreed upon provisions that have been used to address adverse effects into the collective agreement. Changes affecting home terminal closures or establishment will not be affected by this change.
- In order to schedule the work week and assigned days off proposed by the Company a single Placement Process will govern all terminals.
- Incorporate suspensions into Admission of Responsibility language.
- CROA was originally intended as an expedited arbitration process to be used by the Union Leadership and Company labour practitioners to address unresolved employee disputes. Historically this has not been the case and rarely is a case heard before CROA that does not involve legalistic arguments involving other than those originally intended. CP would like to adopt the original intent of the expedited arbitration process and consistent with other Union's at CP, modify the CBA to eliminate the CROA process and incorporate other recognized and streamlined arbitration processes mutually agreed upon by the parties. Include in the amendment that all arbitration will be held in Calgary, the location of CP Headquarters.

OTHER:

- The Agreement reached will supercede any former agreement provisions, arbitration awards, and CIRB decisions that may be in conflict.
- Finalize consolidation of Collective Agreements in a manner that is consistent with the above in a settlement and in manner reflects the TCRC's single bargaining certificate with CP.
- Technological advancements provide accessibility to electronic documents from anywhere in the world and negate printed versions of the consolidated Collective Agreement. The Company also recognizes that some employees may prefer a printed version of the CBA to have in their possession while at work. In recognition of this desire, the Company will initially provide each employee with one printed version of the agreed upon consolidated Collective Agreement. Thereafter, employees will be able to access an electronic version of this agreement on the Company's internal web site.



May 13, 2021

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Re: Transport Canada's Duty and Rest Period Rules and Pilot Project

Gentlemen,

This has reference to our numerous and recent discussions on the Transport Canada's Duty and Rest Period Rules (DRPR) that will come into effect on May 25, 2023 and the impact it will have on employee earnings, CBA rest provisions and employee availability.

While unknown at this time, we recognize the Duty and Rest Period Rules may impact some of the Collective Bargaining Agreement provisions and it has been rumoured the Union may want to address during the upcoming round of bargaining commencing in September. During our discussions, the Company indicated that it would be difficult during the upcoming round of bargaining to address concerns that, until factually demonstrated otherwise, may be hypothetical. Some of the concerns raised relate to negative earnings impact, increased employee availability and possible adverse effects to employee quality of life. Without a pilot project to confirm a negative impact, if any, it will be difficult to substantiate and/or address until after the implementation of Transport Canada's Duty and Rest Period Rules in May 25, 2023. Without factual experience demonstrating otherwise, the company is having a difficult time believing any concerns will result from the Duty and Rest Period Rules. We are all aware that the desire to have restrictive rest rules within the industry were aggressively advocated by the TCRC over a period of at least the last 8 years. During this period, I am confident that the TCRC Union, along with their sleep/rest experts, when advocating Transport Canada for these changes would have addressed many employee concerns to ensure any adverse impact would not be experienced by your membership.



Given the number of unknown variables surrounding DRPR, the parties had numerous discussions on exploring the possibility of a pilot project replicating the Transport Canada Work Rest Rules. During these discussions, the company indicated a pilot project would be a valuable means to identify the impact, if any, on our employees and the operation in advance of bargaining and the May 25, 2023 implementation date.

Despite our collective efforts we were unable to reach agreement on how a pilot would work and what Collective Agreement provisions would be relaxed, or if any should. The major obstacle stemmed from the Union's desire to retain the 48-hour rest provision contained in the Collective Agreement versus the DRPR regulations that will require employees to reset with a minimum of 32 hours within any consecutive 7-day period. This issue with this proposal is a pilot would not be representative of the May 2023 Rules. The Company maintains that a successful pilot project would need to encompass the Duty and Rest Period Rules that will go into effect on May 25, 2023. Without a Pilot replicating the Duty and Rest Period Rules, neither party will have factual data demonstrating that a negative or positive impact will exist. For either party to suggest otherwise is both premature and hypothetical in nature. You will also recall that during the period of time a terminal is involved in a pilot project the Company had presented a proposal for wage protection to employees; our offer as proposed remains.

In view of where the parties are currently at, I believe the advancement of work rule changes during bargaining in September that may be intended to address a hypothesis concerning the impact of the DRPR rules, is premature and best reserved for discussions post May 2023.

In the event the Union would like to revisit and implement a pilot initiative in advance of bargaining along with the assurance that a pilot will be based on Transport Canada's Duty and Rest Period Rules as written, we will gladly make ourselves available to discuss this matter further with you.

Sincerely,

Myron Becker
Chief Labour Officer

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Greg Squires – SVP Operations West
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