

Duty & Rest Period Rules (DRPR) and Turn Service at the AFHT - Pilot

All TCRC Represented Employees in Canada,

Effective 00:01 May 25, 2023, under the DRPR, a Minimum Rest Period of 10 hours (where 8 is undisturbed) applies at the Away From Home Terminal at the end of a Duty Period.

NOTE: Multiple Trip Tickets in a 12 hour period are allowed.

- Federal Regulations require a 12 hour maximum in a duty period.
- A duty period starts when an employee reports for duty at the location and time designated by the company and ends when the employee is released by the railway company from all activity.
- Unless previously notified by the Company, your tie-up will mark the release from all activity.
- If the Company advises you prior to tie-up that they will not release your crew (IE: they have a train for return trip), the crew still has the option to book personal rest and release themselves OR stay available and work a 2nd ticket/trip. If commencing a 2nd trip in the same duty period, the crew *MUST NOT* operate beyond 12 hours from the original on-duty time.

Turns at the Away From Home Terminal:

Your Union and the Company have discussed and agreed to the following opportunity which is in full compliance with DRPR:

Effective 00:01 May 27, 2023 if you are called in Turn Service at the Away From Home Terminal (AFHT), you may elect not to be released at the conclusion of your turn for the purposes of working a straight away train or being deadheaded back to the Home Terminal. The combined total time on duty of the Turn and your subsequent trip must comply with Maximum Duty Period provisions.

In order to make this election, upon reporting for duty (or sooner) in Turn Service, you must contact your OC Director and advise them of your intent to not be released. You will be advised if there is an opportunity to continue your duty period.

In the application of this understanding, the Union and Company agree that the 2 hour call provisions are relaxed under this arrangement i.e. the crew completing the turn is not required to be able take a two hour call in the application of first in first out in order to work or deadhead back without being released.

The crew completing the turn, and electing not to be released, must be first out for the straight away trip after completing the turn. A 2 hour call is not required.

If you elect not to be released following a call in Turn Service, your train name in CMA will include the suffix "NR" meaning Not Released.

For example, if you are called in turn service to relieve train 401-01; elected to not be released following your turn and you are placed in straightaway service following your turn, your train name for the turn will appear as follows: **401-01 NR**.

This will be visible in your own Employee History as well as CMA in Assignment History. Crews at the AFHT that are not yet called can refer to this train naming convention in CMA Assignment History to anticipate

a resulting train line-up adjustment. The Straight Away train you are lined up to take after the turn will be reflected on the Crew Balancer.

Notes for consideration:

- If a crew/employee has previously agreed to not being released and working a 2nd trip, the crew will remain "not released" until notified otherwise by management. Contact the OC Director to determine your status.
- If released prior to a 2nd trip commencing, the employee's mandatory rest period will commence at the time they are released.
- In all cases, provisions for minimum rest to be booked and DH following turn service at the AFHT in existing ESR agreements still apply.

In all cases your tie-ups must be completed in the normal fashion i.e. when you have completed your trip in turn service your off duty time must reflect the actual time that trip was completed. Do not alter your off duty or on duty times to reflect a continuous period between trips if this was not actually the case.

The parties agree that no grievance or wage claim can be submitted in the application of this Pilot arrangement and either party may cancel it with 7 days written notice. The parties agree this pilot is without precedent or prejudice and may not be relied upon by either party for any purpose without mutual consent

Unless canceled, this pilot will remain in effect for 90 days and will be reviewed by both parties 30 days prior to expiration.

If the foregoing reflects our understanding, please indicate your concurrence in the space below

Sincerely,



Greg Squires
SVP Operations - CPKC



Dave Fulton
General Chairman - CTY West



Greg Lawrenson
General Chairman - LE West



Wayne Apsey
General Chairman - CTY East



Ed Mogus
General Chairman - LE East