



TEAMSTERS CANADA RAIL CONFERENCE

General Committees of Adjustment Canadian Pacific Railway

Dave Fulton
Wayne Apsey
General Chairmen
Conductors, Trainmen, Yardmen

Greg Lawrenson
Ed Mogus
General Chairmen
Locomotive Engineers

August 26, 2024,

VIA EMAIL

ALL TCRC LOCAL CHAIRS – CPR WESTERN AND EASTERN REGIONS – BULLETIN 15

Sisters and Brothers:

There have been numerous inquiries following the resumption of service last night at 0001 August 26, 2024:

- Medical Benefits provided through Sunlife, which were temporarily suspended during the work stoppage, were not reactivated last night. We have been assured that Medical Benefits will be reactivated in the coming hours, if they have not been already. Best would be to wait until tomorrow to submit any claims. If this continues to be an issue, please advise us immediately.
- Regarding Annual Vacation, any members on AV when the work stoppage commenced, will have their AV continue uninterrupted throughout as if the work stoppage had not occurred, with full compensation for the scheduled AV.
- We will continue to address all other issues as they are brought to our attention.

It has also come to our attention that the company has posted their final contract offer on CPKC Station, the CP Exchange app, and has placed physical copies in many workplaces. This offer was provided to your negotiating committee approximately 30 minutes prior to the start of the work stoppage on the evening of August 21, 2024. It was clearly communicated to the company that the offer was unacceptable.

After this offer was rejected, the Company provided the attached letter acknowledging that a negotiated settlement had not been reached. Ironically, the letter states, "The offer provided on August 21, 2024 is now null and void and non-referable." CPKC then chose to post this "non-referable" offer on their website, app, and in the workplace.

This offer was described by the employer as their "final best offer" to the Union. What follows is an analysis of the offer which will explain why the offer was not worthy of your consideration:

- Unacceptable Wage Increases
- Engineers Spareboard – unacceptable terms

- 12+ hours rest booked between 23:59 Thursday – 12:00 Sunday will be instant unavailability.
- *Any* unavailability or voluntary absence is a loss of the entire bi-weekly guarantee period.
- Held Away
 - Held away commences 2-hours after an employee is legally rested (12 hours at AFHT) as per DRPR, at a rate of 12.5 miles per hour and 18.75 miles per hour 6-hours after regulatory rest expires (16 hours at AFHT). Amounts to nearly 6% wage reduction! (attached is a live example of what the reductions would be)
- The Company at their discretion may choose to “Not Release” (NR) *any* employee at the AFHT in order to work or be deadheaded home, and if there are rested employees at the AFHT they will not be considered runaround. If deemed “not released” by the Company, you would be deprived of your ability to book rest! With sole discretion of the Company, the problems would be endless.
- The Company upon its discretion may run the employee back to their home terminal “DH” **UNPAID** for a Reset Break. The company will only provide transportation to the Home Terminal, which could be deadhead by train. The employer expects you to be on duty (possibly up to 10 hours or more on a train) without compensation! Reset Breaks may *still* occur at the AFHT, at the Company’s discretion. No grievance can be advanced. Held Away would not be paid to an employee on a Reset Break at the AFHT until 2 hours after their Reset Break has ended!
- Yard and Road Switcher work schedules – employees working these schedules must work the entire schedule and employees who demonstrate a pattern of failing to fulfill an entire schedule may forfeit ownership of their assigned schedule (temporary and/or permanent) and may forfeit the ability to bid a 4/3 or 4/4 working schedule until the next General Advertisement of Assignments. You could be stripped of your seniority for being sick!
 - Complete discretion by the Company with respect to hours and start times.
 - Newly implemented 4/3 and 4/4 local assignment work schedules shall not be subject to any operational limitations outlined in legacy yard and road switcher provisions. Mileage limitations such as 15 miles for a yard and 30 miles for a Road Switcher would not apply.
 - Road Switchers could effectively go across the entire Subdivision. Unbelievably.
 - 4-on-4-off 10 hour days is less than full time work (average 70 hours every 2 weeks).
- A new provision regarding Over hours payments and employees who **do not** provide notice of rest will receive the following monies, which are not cumulative:
 - 1001-1100 hours on-duty \$120
 - 1101-1200 hours on-duty \$140
 - 1200 plus hours on-duty \$150
 - It is understood that crews may be required to remain on duty beyond 10 hours. In those circumstances, the premium payments outlined in the chart above will be applicable. A

road service crew must reach OMTS by train after 10 hours to trigger payment. Therefore, if you reach the OMTS in less than 10 hours, you will continue working *without* the above noted payments being applied. The above provisions do not apply to yard employees, employees called in Turnaround Combination Service (TCS) or employees in ESR Service. In the application of the foregoing provisions, neither the Union nor any employee would be allowed to progress a grievance.

- The above provisions would not apply to employees who provide notice to be off in 10 hours. The following provision applies to employees (crews) who provide notice. Employees will be relieved enroute. In the event they cannot be relieved enroute on or before 10 hours, only the \$80 payment will apply. Meaning, as long as you are relieved by 9hrs 59mins, no payment applies.

- Core Agreement benefit improvements will not be applied to the KLR and KVR agreements.
- The Company basically ignored most of the demands from the KLR and KVR CBAs.

For obvious reasons, the Union did not accept the company's "best offer". This offer would be an embarrassment to present to you, our Members.

As they have been throughout negotiations, your demands continue to be our focus. Among the many improvements we are seeking, we continue to strive significant wage and benefit increases which reflect the reality of the higher cost of living felt by all of us due to the recent inflationary trend. We are also focused on protections of your Collective Agreement and legislated rights to time off of work, your ability to use that time off to see to your personal obligations while ensuring that you are properly rested in order to safely operate trains, and the associated compensation for that time off where applicable.

We will keep you informed on any further developments.

In Solidarity,



Dave Fulton
General Chairman - CTY West



Greg Lawrenson
General Chairman - LE West



Wayne Apsey
General Chairman - CTY East



Ed Mogus
General Chairman - LE East

cc: Paul Boucher – TCRC President, Ryan Finnson – TCRC Vice President, Chris Lowe – TCRC Treasurer