



**CANADIAN
PACIFIC**

D.E. Guerin
Director Labour Relations

7550 Ogden Dale
Road SE
Calgary Alberta

Tel (403) 319-3118

March 28, 2014

Mr. D. Able
General Chairman
TCRC – LE West
101-10820 24th St. SE
Calgary, Ab
T2Z 4C9

Mr. D. Olson
General Chairman
TCRC – LE West
101-10820 24th St. SE
Calgary, Ab
T2Z 4C9

Dear Sirs,

This has reference to ongoing discussions between the parties with respect to the application of Conductor Only provisions for crews operating in Road Switcher service. Due to the varying degrees of misapplication/claims by both management teams and employees it was necessary to conduct an internal review into the current application of Conductor Only as the Collective Agreement provisions apply to Road Switcher. Clearly both the Union and the Company want to ensure that the agreement provisions are complied with and that our employees are compensated correctly.

As you are aware the review of applicable Collective Agreement provisions has been completed and discussed with you. As a result of our discussions, we agree that Conductor-Only premiums are applicable under specific circumstances and scenarios; such as those appended hereto. We also agree that Conductor Only Road Switcher crews cannot work exclusively within yard/switching limits during an entire shift. As committed the Company will ensure that the agreed upon application will be applied as outlined on page 2, hereto.

During our discussions the Company advised that in order to ensure employees were correctly compensated when performing Conductor Only Road Switcher service that it was necessary to temporarily suspend the payment of these provisions until we completed our review. This will confirm that as a result of this understanding, the Company will resolve any active grievance/claims that reflect the resolution of this issue.

The Company will commence reviewing active claims/grievances and where applicable place in line for payment within fourteen business days. The Company commits to provide your offices with a detailed list of the matters addressed and will be available to review the list(s) at your earliest convenience.

Sincerely,

David E. Guerin
Director, Labour Relations

Road Switchers	Work performed	Compensation	Article
Conventional three person Road Switcher	Complete tour of duty is performed exclusively <u>within yard/switching limits.</u>	Paid yard rates and yard conditions apply.	CTY - 10.02(2)(a) LE - 8
Conventional three person Road Switcher	Works within an area of 30 main track miles from the OMTS or designated point in any direction from initial starting point.	Paid Road Switcher rates and applicable conditions.	CTY - 19 LE - 8
Conductor Only Road Switcher	Where <u>yard crews are not employed</u> in a terminal a Conductor Only crew can perform other switching as necessary at terminals.	<p>Entitled to CT payment from the time such work commences until such time as train is assembled for final departure.</p> <p>Crew may also be eligible for up to 3 EC payments and may be required to perform work at up to 5 stops enroute.</p> <p>Entitled to CT payment if required to perform work in yard on return from road work and/or prior to final yarding of train.</p>	CTY -10.02(3)(a,b) 10.02(2)(a,b,c) LE - 2.23, 3.02
Conductor Only Road Switcher	Where <u>yard crews are employed</u> in a terminal – at initial terminal the Conductor Only Road Switcher is restricted to performing switching on their own train.	<p>Entitled to CT payment from the time such work commences until their train is together for final departure.</p> <p>Crew may also be eligible for up to 3 EC payments and may be required to perform work at up to 5 stops enroute.</p> <p>Entitled to CT payment if required to perform work in yard on return from road work and/or prior to final yarding of train.</p>	CTY -10.02(3)(a,b), 10.02(2)(a,b,c) LE - 2.23, 3.02

Engineers Collective Agreement Articles

Designated Turnaround Points

- 2.21** Except as provided in Clause 2.18, when switching is performed at designated turnaround points, the provisions of Clause 2.17 of this Article will apply. The establishment or discontinuance of a designated turnaround point shall be based on the amount of turnaround service and switching resulting there from by through freight trains at such points, and will be subject to negotiation between the General Manager and the General Chairman. In the event that agreement cannot be reached on the discontinuance or establishment of a designated turnaround point, either party may, by so advising the other in writing, refer the dispute to the Canadian Railway Office of Arbitration and Dispute Resolution for determination.
- 2.22** If picking up or setting out a diesel unit(s) or Robot Car is the only service performed, this will not be regarded as switching in the application of Clauses 2.16, 2.17 and 2.18. The terms unit(s) and Robot Car mean a unit(s) or Robot Car that were operated or are to be operated by the Engineer on the run on which this service is performed.
- 2.23** A train on which no Brakeperson is employed may be required to stop and perform work, to a maximum of five (5) en route locations during a single tour of duty. When required to perform switching en route, between the initial and final terminal, the Engineer will be paid at pro rata rates for all time so occupied with a minimum payment of one hour at each of the first three en route locations during a tour of duty. No payment shall be made pursuant to this rule at the fourth and fifth locations unless the fourth and fifth location is covered by Article 2, Clauses 2.16, 2.17 or 2.21. The Company is prohibited from requesting a Conductor Only crew from making any stops in excess of the five stops provided for in this Article. The set off of a bad order car(s) and required marshalling to comply with marshalling requirements, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered a set off, pick up, or work at an en route location in the application of this paragraph. All time actually worked will be deducted in computing overtime. Payments will not be used to make up a minimum day.

There is no prohibition as to the nature or amount of switching which may be performed by a train on which no Brakeperson is employed at these en route locations except that at en route locations where yard crews are employed, are on duty and not otherwise engaged in other duties that would prohibit them from being available to perform switching, a train on which no Brakeperson is employed will not be required to perform work other than to pick-up and/or set-off a car or block of cars.

- Note:** When the application of this provision results in a Road switcher or Way freight assignment being abolished, protection will only be extended to the incumbents, provided they are protected Trainpersons or Locomotive Engineers. Under these circumstances, they shall be entitled to maintenance of basic rate benefits (as specified in Article 10 of the Trainperson Collective Agreement) pursuant to this agreement for a period of five (5) years from the effective date of benefit entitlement. The incumbents may also be provided with severance opportunities, which will be determined by the availability of manpower at the terminal in question.

Mountain Pusher Payment

- 2.24** Engineers operating trains on the Mountain Subdivision which during their tour of duty are assisted by manned pusher locomotives regardless of their location on the train will be paid 45 minutes at the rate applicable for the trip in addition to all other earnings.
- 2.25** Engineers operating trains requiring to have pusher engines cut into their train at Rogers, will be paid an arbitrary of 30 minutes as payment for time at Rogers and a further 30 minutes for time at Stoney Creek for the cutting out of pusher engines. In the event pusher engines are cut out of the train at Glacier or Albert Canyon, rather than at Stoney Creek, the arbitrary will be paid for time at either point, whichever applies. Engine crews of the pusher engines will perform the necessary work of coupling and uncoupling of trains to cut pusher engines in and out at the above locations.

ARTICLE 3 – PREPARATORY, INITIAL & FINAL TIME

3.01 Archived

3.02 Freight, Way freight, Mixed, Unassigned Pusher and Unassigned Snow Service

- (1) Engineer will be paid initial terminal time, including switching, on a minute basis at pro rata rate from time ordered for until departure of locomotive from outer main track switch or designated point at the initial terminal.¹

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the initial terminal, except doubling to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the fully assembled train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to initial terminal time.

The set-off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units, or the marshalling of a train due to the discovery of a marshalling violation, robotizing and conventionalizing should not be considered switching in the application of this paragraph. The handling of an SBU with respect to their own train shall not be considered switching in the application of this paragraph.

- (2) Road miles will be the distance from the outer main track switch or designated point at the initial terminal to the outer main track switch or designated point at the final terminal. Road time will commence when payment for initial terminal time stops, and will end when payment for final terminal time begins.

- (3) Shop Track - Engineer will be paid final terminal time, including switching, on minute basis at pro rata rates from time the locomotive reaches the outer main track switch or designated point at the final terminal; should train be delayed at semaphore, yard limit board, or behind another train similarly delayed, time shall be computed from the time engine reached that point; time shall continue until 15 minutes after engine is placed on designated shop track or is turned over to hostler, inspector or another Engineer. Final terminal time shall be included in making up short day.

Where yard engines are on duty, Engineers, after arrival at final terminal, may be required to set cars off their train at one yard location within the terminal en route to the destination yard and will yard their train in the designated track in that yard. In the event a double is required to yard the train, the appropriate cut of cars, not just the overflow, will be doubled over provided this will not increase the number of moves necessary to make a double. When a train is yarded on mainline tracks and is clear at head end and tail end in order to allow access and switching requirements it will be considered yarded. Such Engineers will be considered released from duty in accordance with applicable rules after yarding their train except that they may be required to perform switching in connection with their own train to place cars containing perishables or stock for servicing or unloading or to set off rush or bad order cars as directed for future movement. Should they be required to perform other work when yard engines are on duty they will be paid a minimum of 100 miles at yard rates for such service. When no yard engine is on duty, road Engineers will do necessary yard switching subject to release from duty in accordance with applicable rules.

¹ See Letter Re: Initial time when transported to Away-from-home-terminal (AFHT) appended at the end of this Article.

Conductors Collective Agreement Articles

ARTICLE 10 - CONDUCTOR-ONLY OPERATION IN FREIGHT SERVICE

10.01 DEFINITIONS

"Attrition Opportunities"

Attrition Opportunities mean permanent separations of employees as defined herein as provided in Clause 5 hereof, that facilitate implementation of full Conductor-Only operations.

"Conductor-Only Trains"

A Conductor-Only train is a train operating with a train crew consisting of a Conductor only.

"First Brakeperson"

The position of first Brakeperson is the position of Brakeperson when there is one Brakeperson on a crew.

"Second Brakeperson"

The position of second Brakeperson is the additional position of Brakeperson when there are two Brakepersons on a crew.

"Protected Employee"

A protected employee for purposes of filling a position of first Brakeperson is an employee having a seniority date in train or Yard Service on or before June 18, 1990.

A protected employee for purposes of filling a position of second Brakeperson is an employee having a seniority date in train or Yard Service on or before March 7, 1979.

"Required Position"

A required position shall consist of a Conductor; a Brakeperson on a road freight crew where determined by the Company that such position is needed; a position on a Road, Common or Yard Spare board; or a position in Yard Service.

"Non-Required Position"

A non-required position is a position of Brakeperson on a road freight train that has been determined by the Company as not being needed subject to the requirement of Clause 10.02.

10.02 PARAMETERS FOR CONDUCTOR-ONLY OPERATIONS

Notwithstanding the provisions of Article 9, all trains in freight service, except Roadrailer Service covered by separate Memorandum of Agreement, in other than passenger and self-propelled service, may operate Conductor-Only subject to the following requirement:

(1) **Run Caboosless**

The train to be operated with a Conductor-Only crew will be run caboosless pursuant to Article 34.

(2) **Initial terminal;**

(a) Where yard crews are employed a Conductor-Only crew is restricted to performing switching on their own train at the initial terminal. Such yard crews need not actually be on duty to constitute such prohibition. Where road switchers are paid under yard rates and conditions, they are considered to be yard crews for the purpose of this clause.

(b) Conductor-Only crews performing switching at the initial terminal or required to pickup a car or block of cars within the terminal, at the originating yard or to make one stop at another yard enroute to departure from the initial terminal to pickup a car or block of cars will receive the Conductor-Only premium payment.

- (c) A Conductor-Only crew required to perform any combination of the above at one or more locations within the terminal will be compensated on the minute basis from the time the crew commences such work until such time as the train is together for final departure, with a minimum payment of one hour. This work is not a stop enroute.
Where no yard crews are employed a Conductor-Only crew may perform other switching as necessary at initial terminals.

Note: The application of the foregoing will not result in the reduction of assignments. The effects of the application will be tracked and recorded for the purpose of gauging the effect on Trainpersons. When the effect equals an immediate and/or ongoing job loss based on monthly mileage, each job loss will result in a severance opportunity, bridging or early retirement using the formula outlined in Clause 10.05. For the purpose of calculating any impact of this provision, a benchmark is established upon implementation.

(3) Enroute;

- (a) A Conductor-Only crew will not be required to make more than five stops enroute, between the initial and final terminal to perform work enroute. There is no prohibition on switching at these locations except at enroute locations where yard crews are employed.
- (b) At enroute locations where yard crews are employed, are on duty and not otherwise engaged in other duties that would prohibit them from being available to perform switching, Conductor-Only crews will not be required to perform work other than to pick-up and/or set off a car or a block of cars.

Note: When a Trainperson is reduced from a Roadswitcher or Wayfreight the provisions of Article 10 will apply. When the application of this provision results in a Roadswitcher or Wayfreight assignment being abolished, protection will only be extended to the incumbents, provided they are protected Trainpersons or Locomotive Engineers. Under these circumstances, they shall be entitled to maintenance of basic rate benefits pursuant to this agreement for a period of five (5) years from the effective date of benefit entitlement. The incumbents may also be provided with severance opportunities, which will be determined by the availability of manpower at the terminal in question.

(4) Final terminal;

- (a) A Conductor-Only crew is limited to doubling their train at the destination yard to the extent necessary to yard the train upon arrival because a yard track(s) is of insufficient length to hold the entire train.
- (b) A Conductor-Only crew may be required to set-off a car or block of cars at the destination yard at the final terminal or at another yard within the final terminal enroute to the destination yard. This will not be considered as a stop enroute.

(5) Notwithstanding the provisions of (4) above, a Conductor-Only crew is restricted to performing switching on its own train at the final terminal. However, this would not be a common occurrence, it will be the exception rather than the rule.

(6) The Conductor-Only crew will be required to marshall the train to conform with the requirement of the rules and special instructions governing the marshalling of trains, as a consequence of the set-off of a bad order car, the pick-up or set-off of cars as contemplated in this Clause 10.02 or the discovery of a marshalling violation.

(7) In respect to their own train;

- (a) the set-off of a bad order car(s) enroute or in the terminal;
- (b) the lift of a bad order car(s) after being repaired in the terminal;
- (c) the handling of diesel units, including robotizing and conventionalizing;
- (d) doubling at the initial terminal to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the fully assembled train; or

ANNEX 1 - QUESTIONS AND ANSWERS REFERRING TO ARTICLE 10

CLAUSE 10.02

- 10.02 (Q.1)** On occasion, trains are called upon by the Customs Officer to set out individual cars for Inspection at terminals. Is this considered a stop enroute under the Conductor-Only Agreement?
- (A.1)** It will not be considered a stop pursuant to Article 10, Clauses 10.02(2)(b) and 10.02(2)(d), however, payment will apply pursuant to Article 10, Clause 10.02(5), switching at the initial or final terminal.
- 10.02 (Q.2)** When performing work at an enroute location, are there any restrictions regarding the number of cars that can be held onto while performing the work?
- (A.2)** No.
- 10.02 (Q.3)** Can the Company request a sixth (6) enroute stop from a Conductor-Only crew?
- (A.3)** No.
- 10.02 (Q.4)** If, notwithstanding Q & A 10.02(3), such a request was made and the Conductor declined, would the Company take the position that the crew is refusing duty?
- (A.4)** No.
- 10.02 (Q.5)** If a yard contains a number of tracks that can hold my train in its entirety, can I be requested to double out of or into two or more smaller tracks rather than use the long track?
- (A.5)** Yes, it may be necessary on occasion for a train to double into or out of two or more tracks even when there are tracks available to hold the entire movement if such will facilitate the operation of the yard.
- 10.02 (Q.6)** Can a Conductor-Only crew be required to pick up cars at more than two locations at the initial terminal when moving the engine from the shop track to the train?
- (A.6)** The rule provides for only one pick-up in the terminal not to be considered a stop enroute.
- 10.02 (Q.7)** How is it determined whether I have made a stop in a terminal pursuant to Article 10, Clauses 10.02(2) or 10.02(4) or a stop enroute pursuant to Article 10, Clause 10.02(3)?
- (A.7)** Stops within the OMTS or designated points, are considered stops within a terminal and stops outside the OMTS or designated points are considered to be enroute.
- 10.02 (Q.8)** Is the robotizing or making conventional of trains considered to be a stop and/or switching?
- (A.8)** No. As specified in Article 10, Clause 10.02(7) this is not considered a stop or switching and there will be no additional payment.
- 10.02 (Q.9)** Will the installation or removal of a SBU to/from a train be considered switching at the initial or final terminal for which the payment of a minimum of 1 hour will be paid?
- (A.9)** No.
- 10.02 (Q.10)** Is the additional mileage that is paid for lifts, set-offs and switching charged against an employee's personal mileage?
- (A.10)** No. These miles will not be included in the calculation of a Trainperson's personal miles and will not be used in the regulation of the working list.
- 10.02 (Q.11)** Will Conductor-Only payments, e.g. switching enroute or permitted work within a terminal, be used to make up a minimum day?
- (A.11)** No. Refer to Article 12, Clause 12.04, paragraph (4).

- 10.02 (Q.12)** Is the actual time occupied in performing work enroute, and for which a Conductor-Only crew is compensated as per Article 10, Clause 10.02(3), to be included in the computation of entitlement to overtime?
- (A.12)** The time actually occupied in performing work for which a Conductor is compensated under the provisions of Article 10, Clause 10.02(3) is to be deducted from road time in the calculation of entitlement to overtime.
- 10.02 (Q.13)** If a train with a dimensional shipment places that shipment into a siding or passing track, so as to allow another train to pass it and then proceeds on with that shipment, will this be considered a stop as defined by the Conductor-Only Agreement?
- (A.13)** No. This is not a stop for the purpose of setting off a car and as such it will not be counted and no payment will be made.
- 10.02 (Q.14)** Does this agreement apply to trains in all Road Service?
- (A.14)** Yes, except for passenger service, provided all the criteria contained in Article 10, Clause 10.02 can be met.

CLAUSE 10.03

10.03 (Q.1) What are the main home terminals referred to in this Article?

(A.1) The main home terminals referred to are:

Adjacent Terminals with respect to Protected Post March 7, 1979 Employees

HOME TERMINAL	EXCERCISE SENIORITY TO:
Thunder Bay	Kenora
Kenora	Thunder Bay
Winnipeg	Brandon Minnedosa
Brandon	Winnipeg Minnedosa
Minnedosa	Brandon Winnipeg
Moose Jaw	Sutherland
Wynyard	Sutherland
Sutherland	Moose Jaw Wilkie Wynyard
Wilkie	Sutherland
Lethbridge	Calgary Medicine Hat
Medicine Hat	Calgary Lethbridge
Calgary	Red Deer Lethbridge Medicine Hat
Red Deer	South Edmonton Calgary
South Edmonton	Red Deer