

1. **TERM:** To be determined.
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, unit rates, salaried employees, premiums and training/trainer rates increased each year within the term of the agreement.
 - b) Roll the shift differential into the hourly rate then apply the GWI. Establish specific rates for yard rates of pay for day, afternoon and nights.
 - c) Increase for yard rates in addition to the GWI.
 - d) Yard Overtime to include any shift worked other than their own regular assignment.
 - e) Incorporate the New Hire Lump Sum Payment in the Collective Agreement.
 - f) Car mileage expense at \$0.50/km.
 - g) Spareboard Guarantees to be auto generated.
 - h) Maintain PIP and set targets at the table.
 - i) Share purchase plan.
3. **PENSIONS:**
 - a) Improve the indexing provision for pensioners.
 - b) Establish a provision to buy back any lost service, in all circumstances.
 - c) Increase Pensioner's life insurance, including disability pensions, to \$10,000.
 - d) Increase to Pensioners HSA.
 - e) Address specific pension situation involving former CASO employees working in Hamilton.
 - f) Part time Union Officer reconstructed earnings.
 - g) Address 25 year requirement.
 - h) Final average earnings determined by the best 60 month consecutive period.

4. BENEFITS:

- a) Establish a Company paid supplemental Health Spending Account in addition to benefit plans.
- b) Improve the existing level of Dental Benefits and coverage.
- c) Increase level of Life Insurance.
- d) Improve the existing level of Extended Health and Vision Care Benefits and coverage.
- e) Increase the Weekly Indemnity Benefit levels and coverage with seamless transition between EI & WIB. Address the mismanagement of our member's claims.
- f) Company to provide a direct billing benefits card.
- g) The cost of all medical examinations, tests or reports required by the Company and/or the Company insurance carrier shall be paid by the Company when such examinations, tests or reports are not paid for under a provincial health plan.
- h) All benefits to be extended for the full period of illness/injury.
- i) Review Benefits documents.

5. ANNUAL VACATION.

- a) Decrease qualification periods for all weeks of annual vacation.
- b) Address issues with end / beginning of the year AV.
- c) Address issues related to employees properly going on Annual Vacation, including bridging.
- d) Establish language for AV during LE training period.
- e) Expand Peak Annual Vacation period.

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.
- b) Clarify and list the seniority protected positions.
- c) Exercise of seniority rewrite/simplification.

7. LAYOFF & RECALL:

- a) Remove 10.03 (16)(c)
- b) Clarify method of exercising seniority upon lay-off and recall to home terminal.

8. TRAINING:

- a) Better training for new equipment. New Equipment discussion with the GC.
- b) Eliminate OJT in the Locomotive Engineer Training Program.
- c) Address concerns with the new hire program and the training of coaches.
- d) Address the significant lost earnings for road employees when attending RQ training.

9. INVESTIGATIONS & DISCIPLINE:

- a) Address various issues related to time held out of service by order of a Company officer. Payments for being held out of service.
- b) Renew - Eastern Letter Re: Held out of Service Pilot
- c) Payment for Union Representative for investigations.
- d) Establish a comprehensive Investigation Training Program for local Union officers. This matter is incomplete from last round of negotiations.

10. QUALITY OF LIFE/FATIGUE MANAGEMENT:

- a) Address and correct the various issues related to Attendance Management, ALOA Policy and various techniques of Management that are perceived by the employees as harassment.
- b) Establish an Unfit clause in all agreements with a specific CMA code.
- c) Renew Eastern letter regarding booking unfit.
- d) Banked earnings upon request.
- e) Establish framework for locations to create voluntary fatigue management plans.
- f) Improve and expand the EDO provision including bridging.
- g) Modify Held-away articles to provide for escalating payments, auto deadhead and/or call for work.
- h) Address unassigned work train held-away issue.
- i) Rest
 - a) Establish a clause to allow employees, in unassigned service, the ability to book extended rest, (48hrs), based on accumulated monthly mileage.
 - b) Yard employees, at the completion of their shift, will have the right to book 16 hours rest.
 - c) Provide all yard employees the ability to book rest at 10 hours on duty.
 - d) Reduce the maximum time employees are held for engineer work to 12 hours. Ability to book rest in all circumstances when released.
 - e) Resolve hours of service guidelines terminal-terminal.
 - f) Incorporate Rest After AV / Miles into the Collective Agreement.
 - g) Renew rest after instruction classes letter (Other than RQ Training)
- j) Cab Conditions
 - a) Address issues of locomotive cab conditions.
 - b) Establish microwaves and air conditioning as a standard on lead units.
- k) Bunkhouse to be equipped with a washer and dryer.

11. BEREAVEMENT:

- a) Amend to provide 5 days bereavement for father-in-law, mother-in-law, brother, sister, step-brother, and step-sister. Amend to provide 3 days bereavement for brother-in-law, and sister-in-law.

12. WORK RULES:

- a) Eliminate TCS from Collective Agreement.
- b) Address the problems associated with deadheading, change of call and the mode of transportation etc.
- c) Address the problems associated with forcing employees including deadheading, accommodations, familiarization and payments.
- d) Increase Road Switcher and Road Freight guarantee to 3800 miles exclusive of all other earnings and receive 100 miles when cancelled not on a General Holiday.
- e) Adjust the regularly assigned Yardman's monthly guarantee to become weekly.
- f) Address over hour violations and notice of rest provisions, yard and road. Increase penalty payments.
- g) Re-instate train length and length of run payable to all employees. Train length and length of run allowances increased, over 10,000 ft incremental rates and apply to all employees.
- h) Resolve Co-Production issues between Kamloops and Coquitlam / Roberts Bank.

13. CMA ISSUES

- a) Auto book-off for miles.
- b) Auto book off function or one phone call to CMC.
- c) Remove the ability to cancel carryover.

14. NMC ISSUES

- a) Address the employer's responsibility to provide accurate information to employees regarding calls to work.
- b) Company to establish local TCRC operating employee positions to specifically monitor/administer line-ups and crews.
- c) Payment of lost wages when employees lose work account of inaccurate line ups
- d) Address mileage regulations problems and inconsistencies.
- e) Revise and increase the called and cancelled provisions.

15. PAYMENTS / RULES

- a) EC or CT payment for any stop to perform work.
- b) TT&J, OM, DB and final time will be paid in addition to pay for the trip.
- c) Additional payment for using the AIR tablet.
- d) Automatic approval for all claims after 30 days.
- e) Clarify earnings when held for Company business.
- f) Straightaway tours of duty between terminals receive the fixed mileage method of pay. Address situations when employees deadhead both ways.

16. PICKET LINE:

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

17. DUTY TO ACCOMMODATE:

- a) Provide specific Collective Agreement language to manage the Return to Work and the accommodation of employees.

18. MISCELLANEOUS.

- a) Address management interference with local union officers booking union business.
- b) Renew Kawartha Lakes Railroad letter.
- c) Establish remedy clause for Collective Agreement violations.
- d) Establish legal indemnity clause.

19. ADMINISTRATION:

- a) Address CMA / NMC issues.
- b) Address the various weekly crew change disputes.
- c) Update language of material change article and modernize the benefits.
- d) Eliminate all references to the Consolidated Collective Agreement.