

CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS

LE CONSEIL CANADIEN DES SYNDICATS OPÉRATIONNELS DE CHEMINS DE FER



D.C. (Dennis) Curtis
General Chairman
CP Western Lines

Brotherhood of Locomotive Engineers

R.S. (Bob) McKenna
General Chairman
CP Eastern Lines

L.O. (Lou) Schillaci
General Chairperson
CP Western Lines

United Transportation Union

D.A. (Don) Warren
General Chairperson
CP Eastern Lines



NATIONAL NEGOTIATIONS INFORMATION BULLETIN

BULLETIN NO. 1

October 3, 2002

The Council and the Company met today to exchange demands to begin this round of bargaining. Representing the Council were the four General Chairs assisted by Brothers John Armstrong, Doug Finnon, Jim Flegel, Rob Hewitt and Gerry Ranson. The Company was informed that Brothers John Armstrong, Vice President, UTU and George Hucker, Vice President and National Legislative Representative, BLE would be assisting the Council during negotiations. The Company's negotiating team is made up of Mike DeGirolamo, Doug Cook, Chris Carroll, Paul Wajda and Jason Copping. They also informed us that Mike Franczak would be joining the Company team.

Initially we discussed the manner in which we planned to proceed with negotiations, setting dates in October and possible dates in November and December. The issue of communications was discussed and the Company was informed that the Council would keep it's members informed by the issuance of the demand documents and by way of follow up communiqués of what was transpiring during our talks.

After these preliminary issues were discussed, the time came for the "passing of paper" across the table. A copy of the Council proposals is attached for your information, as is a copy of the Company's proposals.

The Company shared their proposals concerning the revision of the collective agreements covering employees represented by the Council. Although their document is smaller in length, as you can see, it is certainly not smaller in content.

TOGETHER WE PROUDLY REPRESENT CANADIAN RUNNING TRADES EMPLOYEES
ENSEMBLE NOUS REPRESENTONS FIEREMENT LA CANADIEN COURIR LES EMPLOYES DE COMMERCES

The Council's proposals were handed to the Company and Brother Donald Warren was chosen as the spokesperson to present, and briefly discuss point by point, the proposals with the Company. Our proposals were jointly formulated from the proposals sent into the four General Committees by the members, executives and officers of the various Divisions and Locals across Canada. They are extensive, touching on a number of items, as you can see.

Basically we are seeking a three-year contract. We are seeking improvements to wages, pensions, work rules and benefits. Some improvements are specific and others are general in nature. Please review these demands carefully.

As we said earlier, the Company list may appear shorter, but the content is nothing to sneeze at! It is clear that we are in for some very intense bargaining rounds. We are confident that your negotiating committee can meet this challenge and we have every intention to do just that. Your continued support for the Council and its officers is greatly appreciated.

In Solidarity

D. C. Curtis
General Chairman
BLE/Western Lines

L. O. Schillaci
General Chairperson
UTU/Western Lines

R. S. McKenna
General Chairman
BLE/Eastern Lines

D. A. Warren
General Chairperson
UTU/Eastern Lines



Canadian Council of Railway Operating Unions



D. C. (Dennis) Curtis
General Chairman
BLE/Western Lines

L. O. (Lou) Schillaci
General Chairperson
UTU/Western Lines

R. S. (Bob) McKenna
General Chairman
BLE/Eastern Lines

D. A. (Donald) Warren
General Chairperson
UTU/Eastern Lines

October 3, 2002

Mr. M. G. DeGirolamo
Assistant Vice-President
Industrial Relations,
Canadian Pacific Railway
Suite 600, Gulf Canada Square
401 - 9th Avenue SW
Calgary, Alberta
T2P 4Z4

Dear Sir:

Attached are the proposals of the Council in regard to the present round of negotiations which are not necessarily in contract language. The Council 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,

D. C. Curtis
General Chairman
BLE/Western Lines

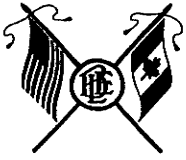
L. O. Schillaci
General Chairperson
UTU/Western Lines

R. S. McKenna
General Chairman
BLE/Eastern Lines

D. A. Warren
General Chairperson
UTU/Eastern Lines

Brotherhood of Locomotive Engineers and the United Transportation Union

TOGETHER WE PROUDLY REPRESENT CANADIAN RUNNING TRADES EMPLOYEES



Canadian Council of Railway Operating Unions



D. C. (Dennis) Curtis
General Chairman
BLE/Western Lines

L. O. (Lou) Schillaci
General Chairperson
UTU/Western Lines

R. S. (Bob) McKenna
General Chairman
BLE/Eastern Lines

D. A. (Donald) Warren
General Chairperson
UTU/Eastern Lines

**PROPOSALS SUBMITTED BY THE
CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS
TO
CANADIAN PACIFIC RAILWAY
OCTOBER 3, 2002**

The following is a list of CCROU proposals in respect to revising, amending and renewing the current collective agreements in place between Canadian Pacific Railway (CPR) and the constituent unions that comprise the Canadian Council of Railway Operating Unions (CCROU), the Brotherhood of Locomotive Engineers (BLE) and the United Transportation Union (UTU). Although this list is extensive, it is not exhaustive and we reserve the right to amend this list, add to it or subtract from it. These proposals are submitted without prejudice.

Brotherhood of Locomotive Engineers and the United Transportation Union

TOGETHER WE PROUDLY REPRESENT CANADIAN RUNNING TRADES EMPLOYEES

1. TERM OF AGREEMENT:

The collective agreements covering employees represented by the CCROU be renewed for a period of 3 years, commencing January 1st, 2003.

2. RATES OF PAY, PAY ISSUES AND ALLOWANCES:

2.1 RATES OF PAY:

All rates of pay including, but not limited to, hourly, daily, weekly, mileage, fixed mileage, flat rates, and training increased each year within the term of the agreement.

2.2. SHIFT DIFFERENTIAL:

1. All hourly rated employees who commence a shift or tour of duty between 1430 and 2229 hours shall receive a shift differential of \$.75 per hour.
2. All hourly rated employees who commence a shift or tour of duty between 2230 and 0629 hours shall receive a shift differential of \$1.00 per hour.
3. Overtime shall be calculated on the shift differential when an employee is worked more than 8 hours, (excluding prep and final time) in a continuous tour of duty.
4. Mileage rated employees who commence a tour of duty between the hours of 1430 and 2229 shall receive, in addition to all other payment for their tour of duty, a payment of \$6.00.
5. Mileage rated employees who commence a tour of duty between the hours of 2230 and 0629 shall receive, in addition to all other payment for their tour of duty, a payment of \$8.00.

2.3. STARTING RATES FOR NEW EMPLOYEES:

All references to "starting rates" for new employees be removed from the applicable collective agreements. These references are to be removed effective January 1st, 2003, retroactively if necessary.

2.4. TRAIN LENGTH ALLOWANCE:

Train Length Allowance modernized and improved.

2.5. VALLEY RATES:

The territory between Lethbridge and Crowsnest and Pecten be added to the current list of areas where Valley rates apply.

2.6. OTHER RATES:

1. All references in the applicable collective agreements where either passenger rates of pay or minimum freight rates are paid to employees are changed to reflect class of service working.
2. All arbitraries paid exclusive of the basic day.

2.7. GRADUATED RATES:

All graduated rates be increased from the current \$.55 per 100 miles on trains between 3601 and 4800 feet to \$1.00 per 100 miles and another \$1.00 for each additional 1200 feet or more.

2.8. STUDENT TRAINING ALLOWANCES/ENGINEER INSTRUCTOR:

Student training allowances paid to Conductors/Yard Forepersons, Trainpersons/Yard Helpers and Locomotive Engineer Instructors be increased.

2.9. YARD SERVICE RATES OF PAY:

1. Effective January 1st, 2003 all current yard service rates of pay be increased by \$1.50 per hour prior and in addition to the calculation of any other rate increase.
2. Any annual increases to apply to the 2 or more unit rate in yard service.

2.10. AUTOMOBILE MILEAGE ALLOWANCE:

Automobile mileage allowances be increased from the present \$.28 per kilometer to \$.48 per kilometer.

2.11. LENGTH OF RUN ALLOWANCE:

Length of run allowance modernized and improved:

2.12. FIXED MILEAGE METHOD OF PAY:

1. All current fixed mileages increased by one (1) mile, currently being credited to the buffer fund, and that the Company become financially responsible for any buffer fund and/or any corresponding buffer fund payments.
2. Address issues relating to fixed mileage method of pay.

2.13. COST OF LIVING ALLOWANCE:

Cost of Living Allowance (COLA) established, based on the "Consumer Price Index" as produced by Statistics Canada. All COLA payments will increase basic hourly, daily, weekly, mileage and flat rates of pay.

2.14. RUNAROUND:

Payment for being run-around in any class of service be increased from the present payments to a payment of a minimum day or the difference in wages the aggrieved employee would have made versus what they actually did make, whichever is greater.

2.15. HELD AWAY FROM HOME TERMINAL:

1. Provide payment, at the overtime rate, after being in the AFHT in excess of 8 hours.
2. No employee will be held for more than 12 hours at the AFHT. Employees will be called for working service or deadheading service to their home terminal within 12 hours.
3. Should an employee be ordered to deadhead after pay begins, held away from home terminal time shall continue until the deadheading employee actually departs.
4. Payment to be made at class of service working.
5. Address issues relating to held away.

2.16. PILOTING:

Modernize and improve the payment for piloting.

3. CONDUCTOR ONLY OPERATIONS:

1. The province of Quebec to be declared Conductor Only territory.
2. Provide for attrition opportunities at any terminal where employees have occupied non-required positions (furlough) for more than 26 weeks in any 52 week period. The number of opportunities is to be based on the average number of employees occupying non-required positions during those 6 months. Attrition opportunities include bridging opportunities and retirement allowances.
3. Extend the current Supplementary Unemployment Benefits available from the conductor only agreement for an additional 5 years in each terminal.
4. Provide payment of applicable conductor only premiums for handling/fuelling locomotives.
5. Provide payment of applicable conductor only premiums for setting off and/or picking up any bad order and/or WILD cars.
6. Provide payment of applicable conductor only premiums for all stops en route and all work performed at such locations.

Brotherhood of Locomotive Engineers and the United Transportation Union
TOGETHER WE PROUDLY REPRESENT CANADIAN RUNNING TRADES EMPLOYEES
WORKING FOR CANADIAN PACIFIC RAILWAY

4. BANKING OF CERTAIN PAYMENTS:

At the employee's option the ability to bank certain non chargeable payments.

5. ROAD SERVICE, DEADHEADING:

1. Where and when road conditions permit, all deadheading is to be done by taxi, not in buses or on trains.
2. If and when required to deadhead by train, applicable fixed mileage rate of pay to apply.
3. Paid at the rate of pay at class of service deadheading into.

6. TURNAROUND COMBINATION SERVICE (TCS):

All references to TCS in the collective agreements to be removed.

7. REQUALIFICATION TRAINING AND EXAMINATION:

1. Develop a comprehensive training package for rules and safety instruction.
 - Payment for attendance at RQ and for any time lost prior or subsequent to RQ training to be based on actual wages lost or RQ rates, whichever is the greater.
 - Payment rates for attendance at RQ and for any time lost prior or subsequent to RQ training for employees assigned to services not currently provided for in the collective agreement, such as but not limited to, VIF, belt pack, Shepard, road railer, etc., to be established.
 - RQ training and payment is to be included for the outpost terminals.

8. CALLING:

1. Incorporate language to provide for a 15-minute call back time for employees to respond to a call or page, before the employee is assessed a missed call.
2. Incorporate language to provide that if a train, TCS, or extra yard hasn't been accurately portrayed on the line-up/VRU for a minimum of six (6) hours, that no penalty can be assessed to any employee as a result of the incorrect information and that if an employee loses a shift or tour of duty due to incorrect information on the line-up/VRU, such employee will be entitled to be made whole for any such loss.
3. Review the letter of understanding July 14, 1995, entitled "Crew Calling CMA and MTPL".

9. CALLED AND CANCELLED:

1. Change definition of having commenced work to reflect that an employee will be considered to have commenced work upon reporting for duty at the time ordered.
2. Payments for being called and cancelled prior to commencing work be increased to fifty (50) miles.
3. Employees called and cancelled will have the right to book rest after being cancelled, regardless of whether cancelled prior to or after having commenced work.
4. Payment to reflect class of service called for.
5. Article applies at all terminals and in all instances.

10. REST RULES:

1. Current rest rule at the Home Terminal increased from twenty-four (24) hours to thirty-six (36) hours.
2. Provide a new rule to permit a road employee to book forty-eight (48) hours rest without any penalty in regard to guarantees and/or MBR's once in every mileage period.
3. Provide a new rule to permit employees the right to book forty-eight (48) hours rest without any penalty in regard to guarantees and/or MBR's in order to attend a periodic medical examination.
4. Implement an option for the employee to book eight (8) hours rest when returning from annual vacation or from being off for miles.
5. Amend rule pertaining to payment of NR from OMTS to off duty time.
6. Amend yard rest rules to permit booking of rest after being on duty for 8 hours.
7. Amend yard rest rule to permit the booking of up to 14 hours clear with a 2 hour call.
8. NR payment increased to \$150.00
9. Address outstanding and ongoing violations of this article.
10. Ability for employees held for locomotive engineer work and not used the right to book rest.

11. EMPLOYEES TEMPORARILY TRANSFERRED:

A new clause be instituted that provides for the ability of an employee to be made whole in cases where they are temporarily forced from their assigned subdivision or pool or are used in another class of service.

12. YARD SERVICE:

1. Institute a new rule that provides a job description for a Utility position and provides that when a single person is used in the yard as a Utility position that payment for the position be at the rate of Yard Foreperson.
2. Institute a new rule that clearly defines the jurisdiction of yard crews to perform work in yards.
3. Update and modernize the collective agreement as it relates to Coffee and Lunch breaks.

13. LAY OFF AND RECALL:

1. Institute a new rule requiring that every employee is entitled to receive not less than thirty (30) days advance notice prior to lay-off or pay in lieu of such notice.
2. Institute a new rule requiring that every employee recalled to work from lay-off will be guaranteed that such recall will be for a period of not less than ninety (90) calendar days.
3. Remove language from the collective agreements pertaining to availability of other employees in cases of recall. All employees will be entitled fifteen (15) calendar days to return to active service when recalled.

14. BEREAVEMENT LEAVE:

1. Replace current three (3) days of bereavement leave with five (5) days.
2. Include aunts, uncles, cousins, brother/sister in law to the list of people for whom bereavement leave will be granted.
3. Institute a new rule permitting employees one (1) day paid bereavement leave to attend the funeral of a fellow worker.
4. Annual vacation may be interrupted for bereavement leave, with pay, at the employee's option.

15. ANNUAL VACATION:

1. Increase annual vacation entitlements to provide four (4) weeks of A/V after eight (8) years of service; five (5) weeks after fifteen (15) years of service; six (6) weeks after twenty-two (22) years of service and seven (7) weeks after twenty-six (26) years of service.
2. Employees assigned to yard service will receive the greater of; a percentage of their previous year's earnings or, the daily rate of pay provided in the current collective agreements, as annual vacation pay.
3. Annual vacation based on anniversary date rather than calendar year.

16. GRIEVANCE PROCEDURES:

1. Revise current language in the collective agreement to provide that any grievance involving a claim of any kind not responded by the Company within the time limits set out in the collective agreement be paid, unless a time limit extension has been granted for the response.
2. As required and, with 30 days notice of either party, the General Manager and General Chair will meet to resolve grievances.
3. Address accessibility of information.

17. MATERIAL CHANGE IN WORKING CONDITIONS:

1. Amend to provide for the ability to use bridging opportunities as an included and recognized measure to minimize adverse effects of changes proposed by the Company.
2. Include train consolidation as a material change in working conditions.
3. Company to cover all costs associated with the negotiations required to complete a material change agreement. Such costs will include, but not be limited to, travel, lost wages, accommodations, meals, and other reasonable expenses to have both full time and part time union officers attend at the actual negotiations for a conclusion to a material change.
4. Institute a new rule that provides for the payment of any separation allowances to an employee's surviving spouse/estate in the event of the death of the employee prior to actually having received the allowance.
5. Update and improve the provisions in the material change clause.

18. GUARANTEES:

1. Establish mileage guarantees for unassigned pools, road and common spare boards at the applicable maximum monthly mileages in existence in the collective agreements.
2. All yard spare board guarantees set at (10) shifts in a (14) day period and paid at the applicable rates of pay associated with Yard Forepersons/YSE.
3. All spare board guarantees to be adjusted to bi-weekly guarantees instead of monthly guarantees.
4. Road switcher guarantees increased to thirty-five hundred (3500) miles per month, (seventeen hundred and fifty [1750] miles every two weeks).
5. Revise current provisions for reductions in guarantees to reflect no reduction in guarantees unless rest in excess of sixteen (16) hours is booked and further revise to allow that no reduction in any guarantee will be made regardless of rest booked if maximum monthly mileage is obtained, or if no work opportunity is lost as a result of booking rest in excess of sixteen (16) hours.

19. CONTRACTING OUT:

1. Address handing CPR trains off to other railroads (external detours)
2. Create a new article to deal with the issue of contracting out work.
3. Create a new article prohibiting management from performing bargaining unit work.

20. PICKET LINE:

Create a new clause to address internal and external picket lines.

21. LEAVE OF ABSENCE:

Develop a comprehensive leave of absence article.

22. INVESTIGATIONS AND DISCIPLINE:

1. Local Chair to be contacted prior to an admission of responsibility.
2. Parties to review the 30 day process for deferred discipline.
3. Address accessibility of information.
4. Local Chair and employee/grievor to be paid time/lost wages to attend investigations.
5. Provide payment for employee withheld from service to be paid lost wages.

23. SENIORITY:

23.1. FORCED FROM HOME TERMINAL:

1. Deadhead to apply to and from other than home terminal.
2. Per Day allowance increased to \$50.00/\$60.00 per day.

23.2. UNION SECURITY:

The current union security clause be amended, except as otherwise provided, to remove an employees seniority on the first day when they begin acting in any capacity with the Company outside of the bargaining unit, temporary or otherwise.

23.3. NATIONAL RESERVE BOARD

Address problems associated with the administration of the National Reserve Board

23.4. INTEGRATED SENIORITY

Renew efforts to arrive at an integrated seniority list.

24. SPECIAL SERVICE:

Locomotive engineer held for special service will be paid lost wages or time whichever is greater.

25. BENEFITS:

Improve and expand existing benefit plans.

26. PENSIONS:

Improve and expand existing pension plans.

27. MEDICAL CERTIFICATION:

1. Company to pay for all costs for hearing, vision and medical exams.
2. Lost wages for medical required appointments.
3. Address delay in returning employees to work.
4. Increase rates for attending periodic medicals and include examinations for hearing and vision in definition of periodic medicals.
5. Company to pay for any required medical certifications in all instances.

28. RETURN TO WORK POLICY

Incorporate a return to work article in the collective agreements.

29. PRINTING OF AGREEMENT:

Council and Company to develop a process for the preparation, printing and distribution of the collective agreements.

30. LOCOMOTIVE CAB CONDITIONS:

1. Modernize cabs to include microwave and air conditioning.
2. Address shop staff and servicing locations.

31. MISCELLANEOUS:

1. Clothing allowance
2. Address various issues including but not limited to; terminal definition, unforeseen, held out, yard engines engaged, timely transportation, performing work.
3. All existing grievances on the interpretation and application of the collective agreement to be discussed and resolved.
4. Create a new article dealing with Company initiated meetings and payment for union attendees.

32. FATIGUE MANAGEMENT:

1. Resthouses upgraded to agreed upon modern standards.
2. Develop a comprehensive fatigue management plan.

33. BOOKING SICK:

Address the concerns of the clause.

34. SUDBURY TO BE DECLARED AS A MAIN HOME TERMINAL:

Sudbury to be declared as a main home terminal.

35. THE EASTERN SENIORITY MASTER AGREEMENTS, DISTRICT LOCAL RULES AND JURISDICTION OF TERRITORY:

1. Revise and amend.
2. Ontario district rule 14 to be deleted.

36. COMPENSATION PACKAGE FOR EXTERNAL DETOUR:

Revise and amend the external detour agreement.

Canadian Council of Railway Operating Unions
October 3rd, 2002

37. EXPRESSWAY AGREEMENT:

Delete the existing agreement and run under the collective agreement.

38. MONTREAL COMMUTER RAIL AGREEMENT:

Revise and amend.

39. EMPLOYMENT INSURANCE REIMBURSEMENT:

Address the issue.

40. BELLEVILLE RUN THROUGH AGREEMENT:

Equalization of dispatches.



**CANADIAN
PACIFIC
RAILWAY**

M G DeGirolamo
Assistant Vice President
Industrial Relations

Suite 600
Gulf Canada Square
401 - 9th Avenue SW
Calgary Alberta
T2P 4Z4

October 3rd, 2002

File: HLA0137

Mr. T.G. Hucker
Vice-President
Canadian Council of Railway
Operating Unions (BLE)
Suite 1401
150 Metcalfe Street
Ottawa, ON K2P 1P1

Mr. J.W. Armstrong
Vice-President
Canadian Council of Railway
Operating Unions (UTU)
8811 - 41st Avenue
Edmonton, AB T6K 1G6

Mr. D.C. Curtis
General Chairman
Canadian Council of Railway
Operating Unions (BLE)
Suite 309
8989 Macleod Trail South
Calgary, AB T2H 0M2

Mr. L.O. Schillaci
General Chairperson
Canadian Council of Railway
Operating Unions (UTU)
Suite 500
706 - 7th Avenue S.W.
Calgary, AB T2P 0Z1


Mr. R.S. McKenna
General Chairman
Canadian Council of Railway
Operating Unions (BLE)
Suite 309
8989 Macleod Trail South
Calgary, AB T2H 0M2

Mr. D.A. Warren
General Chairperson
Canadian Council of Railway
Operating Unions (UTU)
Suite 32
695 Markham Road
Scarborough, ON M1H 2A5

Gentlemen:

This is further to our official notice, forwarded by mail on September 1, 2002, served in accordance with Part 1, Division IV, Sections 49 and 50 of the Canada Labour Code, of our desire to revise and amend all Collective Agreements governing employees at Canadian Pacific Railway represented by the Canadian Council of Railway Operating Unions.

Please find appended a copy of negotiating items the Company wishes to see addressed. This list does not preclude other items being submitted by the Company during official negotiations.

Yours truly,

M.G. DeGirolamo
Assistant Vice President
Industrial Relations

CANADIAN PACIFIC RAILWAY

COMPANY PROPOSALS CONCERNING

REVISION OF THE COLLECTIVE AGREEMENTS COVERING EMPLOYEES

REPRESENTED BY

CANADIAN COUNCIL OF OPERATING UNIONS

October 3rd, 2002

Company Issues

A. Rates of Pay & Arbitrary Payments

- A.1 Establish a flat rate for general holidays and attendance at Union/management meetings. Provision for meeting attendees to hold turn until completion of meeting.
- A.2 Eliminate Conductor-Only payments/premiums including length of train allowance, length run allowance, and terminal/enroute payments (CT/EC claims)
- A.3 Eliminate additional payments if service changed and crews are turned enroute.
- A.4 Eliminate 100 mile premium payment for handling revenue cars while in work train service.
- A.5 Eliminate CCROU(BLE) 100 mile premium payment for performing work at final terminals.
- A.6 Compensate all deadheading on a time basis only with no minimum payment.
- A.7 Adjust the Conductor-Only freight rates for Locomotive Engineers to better reflect the current average number of locomotive engines per train.

B. Health & Welfare Benefits

- B.1 Reduce the WIB entitlement period.
- B.2 Terminate Weekly Indemnity Benefits as of the date a lay-off starts, provided the employee is advised of being laid off prior to the beginning of his/her illness.
- B.3 Establish a lifetime maximum cap for Extended Health Care.
- B.4 Establish a co-pay for paramedical and ancillary extended health care coverage.
- B.5 Increase the dental care deductible.
- B.6 Establish a co-pay for routine dental treatment including recalls and preventative diagnostics or; establish a co-insurance on the dental premium.
- B.7 Mandate the use of Generic Substitution drugs and base reimbursement on the Least Cost Alternative.
- B.8 Establish a dispensing fee cap for prescribed medications.
- B.9 Manage future costs by limiting and or excluding various categories of medications.

C. Road Service

- C.1 Modify the crew consist, applicable hours of work, and other related work rules to increase productivity.

- C.2 Establish a provision for Locomotive Engineers to operate RCLS (Beltpack) in Road Service.
- C.3 Provide for a two person crew consist in Commuter, Passenger, and Excursion services.

D. Road/Yard Distinctions/Jurisdictions/Work Rules

- D.1 Increase the maximum that yard crews can be used outside of switching limits to 40 miles from the current 15/20 mile maximum.
- D.2 Increase the main track mile radius for roadswitcher assignments to 50 miles from the current 30 miles.
- D.3 Provide the ability for crews in roadswitcher service to perform any and all switching assigned.
- D.4 Establish a provision to permit crews in Road service to be run off their own subdivision and to receive/deliver trains from/to points on an adjacent subdivision on a continuous tour of duty.
- D.5 Eliminate the 100 mile maximum for turnaround service, and provide for crews to "trade-off" at meeting points.
- D.6 Provide for the establishment of Utility employees. These employees would be called when required to assist crews as needed in either road and/or yard service in a single tour of duty and would not be assigned to a particular crew.

E. Hours of Service

- E.1 Present statutory regulations provide that crews may be worked up to 12 hours. The Company seeks a provision that no rest may be taken prior to 12 hours on duty. Eliminate the associated premium payment for exceeding 10 hours on duty.
- E.2 Establish a provision so that employees in yard service may not book personal rest beyond the starting time of their assignment.
- E.3 Remove the ability for employees to book personal rest upon the completion of straight-away deadhead service to the away from home terminal.
- E.4 Deduct personal rest booked at the away from home terminal when calculating the commencement of Held Away From Home payments.

F. Training

- F.1 Establish a provision to provide conductors with basic training so that they can operate a locomotive under the guidance of a qualified locomotive engineer.
- F.2 Eliminate the numeric requirement for number of training trips or tours of duty required for a conductor to be deemed qualified.
- F.3 Establish a system for web-based RQ refresher training.

F.4 Update the collective agreements to better align with Conductor-Only operations.

G. Yard Service

G.1 Provide greater flexibility in the starting times and hours of duty for Yard Service crews. Provide for 10 and 12 hour scheduled tours of duty in yard service.

G.2 Provide for a two member crew in Yard service. Crew to consist of a Locomotive Engineer and a Yard Foreman only. The Locomotive Engineer in this service will be required to detrain and more actively participate in the progression of the work, including the aligning of switches, applying of handbrakes, or other duties, when circumstances require.

H. Mileage Regulation

H.1 Increase the monthly maximum.

I. Guarantees & Incumbencies

I.1 Provide that all guarantees be based on a monetary equivalent of the current mileage guarantee and all compensation will be utilized in offsetting guarantees and incumbencies.

I.2 Eliminate current provisions for guarantee reductions and replace with a requirement that any reduction will result in the loss of the monthly guarantee.

I.3 Reduce the amount for the Spareboard Guarantee.

J. Calling Crews and Filling Vacancies

J.1 Reduce the recall period for furloughed employees to 48 hours.

J.2 Provide for the implementation of a seven-day scheduling of employees in Yard and Road service. Scheduling period to commence at 1001 each Thursday, with scheduling of annual vacation to coincide.

K. Seniority

- K.1 Establish provisions to restrict the movement of employees when it will result in the shortage or surplus of employees at either location.
- K.2 Provide greater ability to relocate employees from areas of surplus to areas of shortage.
- K.3 Modify union security provisions to allow employees promoted to supervisory positions to continue to accumulate seniority.

L. Material Change Rules

- L.1 Amend the Material Change rules to provide for implementation of changes on the date specified in the notice of a material change.
- L.2 Amend the Material Change rules to provide for defined benefits.

M. General

- M.1 In order to maximize the full calendar year in the allocation of Annual Vacation, provide that bids for employees' preferred dates be received no later than December 1st.
- M.2 Eliminate all restrictions on work that may be performed by Conductor-Only crews.
- M.3 Increase Admission of Responsibility to a maximum of 20 Demerits.
- M.4 Provide for employees to transport themselves in Company supplied vehicles when required to deadhead.
- M.5 Provide for employees to be responsible for the transportation of SBUs and other equipment between terminals and intermediate points without premium payment.
- M.6 Consolidate and establish a single running trades collective agreement.
- M.7 Modify the National Reserve Board.
- M.8 Modify the Internal Detour Agreement.