

**RETURN TO WORK AGREEMENT**

("Agreement")

BETWEEN:

**TEAMSTERS CANADA RAIL CONFERENCE**

The Union

- and -

**CANADIAN PACIFIC RAILWAY COMPANY**

The Company

*Referred to collectively as "the Parties"*

**WHEREAS** the Federal Government has introduced "*Restoring Rail Service Act*," ("*the Act*") in respect to the strike which commenced on May 23, 2012;

**AND WHEREAS** the Company and the Union wish set rules to re-establish normal labour relations upon the *Act* coming into force;

**THEREFORE** the parties agree to the following:

1. Bill C-39 shall govern the restoration of rail services, unless otherwise supplemented by this Agreement
2. The *Act* comes into force at the same time across time zones, meaning this Agreement comes into effect, as follows:
  - a. Eastern Time 06:45 am
  - b. Central Time 05:45 am
  - c. Mountain Time 04:45 am
  - d. Pacific Time 03:45 am
3. The parties agree to an orderly return to work of the employees, as soon as reasonably possible after the *Act* comes into force, and recognizing the employees must report to work fit and well rested the parties agree that information as to their expected time of call, or their expected on duty time, must be made available to the employees in advance so they can properly prepare for their return to work.

4. The terms of the Article(s) in each Collective Agreement governing Investigations, Grievance Procedure and Arbitration will be deemed to have been protected throughout the strike period, in accordance with s.6 of the *Act*; The parties further agree to notify the Canadian Railway Office of Arbitration accordingly.
5. The Company agrees that it will not take any discriminatory or disciplinary action for normal activities on the part of employees where they are related directly or indirectly to the strike. Normal activities do not include property damage, physical confrontations, or violence.
6. All members of the above-mentioned bargaining units shall be returned to work on the same terms and conditions that applied to each member respectively prior to the commencement of the strike;
7. In cases where crews are required to work at a location at other than home terminal, the crew will be called to report to the Home Terminal.

All operating employees will be given access to line up and other work related information as soon as possible following the time Bill C-39 has been assented to. Employees will be provided with accurate information as to their time of call, or their on duty time and location to return to work. Unassigned operating employees will receive a standard call after the agreement comes into effect. All Operating employees in assigned service will resume their assignment at the next scheduled starting time following the coming into force of the *Act*. A message detailing this will also be voiced on the VRU and posted on Railcity with employee access restored.

Example:

Mountain Time Zone: Agreement comes into force at 04:45, after which a standard call applies to the assignments or unassigned service. On June 1, 2012, all Assignments will have to be called by CMC, to insure a crew is in place.

The crew change effective May 28, 2012 will be implemented coincident with the coming into force of the *Act*. Employees will have the option to view Rail City weekly placement information, or contact CMC personnel if required to determine what position they are required to work for the remainder of this week until the next Weekly Crew Change is published.

All TCRC-RCTC employees will resume their assignment at the coming into force of the Act. An employee reporting for a less than full shift shall be paid for the actual time worked.

8. All members of the above mentioned bargaining units shall have the strike period recognized as time worked so that benefits and entitlements accrue without interruption, including but not limited to vacation entitlements, sick leave credits, seniority, calculation of qualification of Long Term Disability. This will include pension service for those employees who performed Commuter Train Services. For striking employees no pay or benefits are owing for the period of the strike, except those that worked in commuter service.
9. The annual vacation schedule will continue uninterrupted with all scheduled annual vacation taking affect at the times and dates as posted prior to the strike. Annual vacation as scheduled prior to the strike, including the period of time during the strike, will be in effect and paid to the affected employees.
10. Earned Days Off, or authorized compassionate absences agreed to in advance of the strike will continue to be recognized as scheduled. ALOA will need to be reviewed with local manager and local chairmen. ALOA requests need to be approved by the Company, with consideration given for employees who have booked flights or made commitments. The 4 week EDO period will be reset to coincide with the end of the strike.
11. The Parties agree that any issues arising from the interpretation and implementation of this Agreement that cannot be resolved between the parties may be referred to any legal or administrative board.

Dated at the City of Calgary this 31<sup>st</sup> day of May, 2012.

**FOR THE UNION**

**FOR THE COMPANY**



