

RETURN TO WORK AGREEMENT  
("Agreement")

BETWEEN:

TEAMSTERS CANADA RAIL CONFERENCE

The Union

- and -

CANADIAN PACIFIC RAILWAY COMPANY

The Company

*Referred collectively as "the Parties"*

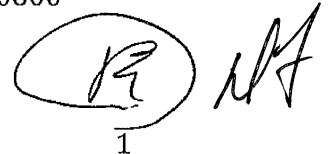
**WHEREAS** a legal strike commenced at CP Rail on February 15, 2015;

**AND WHEREAS** the Company and the Union wish set rules to re-establish normal labour relations;



**AND WHEREAS** the Company and the Union wish to set rules to re-establish an orderly return to work;

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

1. The parties agree to an orderly return to work of the employees on February 17, 2015 effective at 08:00 local time in each location, 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.
  - a. The only exception to the 08:00 local start time is in Montreal where the parties agree to provide the regular scheduled service to the AMT Commuter Operations. CP commits to contacting each individual AMT assigned employee and communicate with the Union Officers if there is any crewing problems.
  - b. Should an employee not be able to return to work due to exceptional circumstances (death in family or medical emergency) managers will be available for a period of up to 48 hours and no later than 0800 Thursday February 18.



2. 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. The parties further agree to notify the Canadian Railway Office of Arbitration accordingly.
3. 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.
4. All members of the 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;
5. 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.
6. All operating employees will be given access to line up and other work related Information as soon as possible, but in no event later than 2200 local time February 16, 2015.
7. 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 effective time on February 17. All Operating employees in assigned service will resume their assignment at the next scheduled starting time following 08:00 local time in each location. A message detailing this will also be voiced on the VRU and posted on Railcity with Employee access restored.
8. All TCRC employees will resume their assignment at their next scheduled start time subsequent to 08:00 local time February 17, 2015. No employee will be required to report for less than their regular full shift.
9. All members of the above mentioned bargaining unit 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 does not include pensionable service.
10. 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.

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11. 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.

12. 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 grievance arbitration process and/or any legal or administrative board.

Dated at the City of Ottawa this 16th day of February 2015.

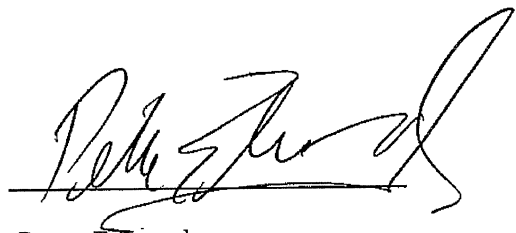
FOR THE UNION

FOR THE COMPANY



Douglas Finson

President TCRC



Peter Edwards

Vice President CP