



TEAMSTERS CANADA RAIL CONFERENCE

General Committees of Adjustment Canadian Pacific Railway

Dave Fulton
Dennis Psychogios
General Chairmen
Conductors, Trainmen, Yardmen

Greg Lawrenson
Joe Bishop
General Chairmen
Locomotive Engineers

VIA EMAIL

December 1, 2025

ALL TCRC LOCAL CHAIRS – CPKC WESTERN AND EASTERN REGIONS – BULLETIN 24

RE: OUTSTANDING INTEREST ARBITRATION ISSUES

Sisters and Brothers:

Please note, this bulletin is for informational purposes only. The December 1, 2025 Award is the prevailing document. Please consult the Award and direct any questions to your respective General Chairs.

This bulletin serves to provide additional details regarding Arbitrator Kaplan's award from May 30, 2025. On November 18, 2025, the parties convened in Toronto for a hearing in front of Arbitrator Kaplan on the remaining several outstanding issues regarding the implementation of the award. Today, Arbitrator Kaplan issued his award directing the parties on the proper implementation of the May 30, 2025 award. The remaining issues and their resolves as per the award issued today are as follows:

1. GWI and application to premium payments

Kaplan May 30, 2025 award: These percentage general wages increases should, effective date of award, also be applied to all premium payments except shift differentials, maintenance of earnings and expenses.

The Company has only applied the GWI to hourly and mileage based payments. They have not applied the GWI to Train Length, Length of Run, Over Hours payments, Training pay, or any other static dollar amount payments within the Collective Agreement.

Kaplan December 1, 2025 award: *These premium payments apply to Article 1.01, Train Length Allowance, Article 1.02, Length of Run Allowance, Article 1.22(1), Student Training Allowance (non coach qualified), Article 1.25, Graduated Rates, Article 49.04 and 94.01(2), 4 on 3 off schedule. They also apply to KVR: Article 19.9, Rate for training, rules*

qualification, safety classes, health and safety meetings and Article 19.21, Familiarization. There is no applicability issue with KLR.

Note: The arbitrator identified the \$80 over hours payment in Article 18 as a penalty payment and determined that GWI would not apply to these payments.

2. Reset Breaks at the AFHT

Kaplan May 30, 2025 award: *Resets to be applied at the home terminal. Collective agreement language remitted to the parties.*

The parties exchanged correspondence regarding Collective Agreement language for Reset Breaks at the Home Terminal; however, the language to be instituted in the Collective Agreement has not been finalized. The Company continues to apply Reset Breaks at the AFHT.

Kaplan December 1, 2025 award: *The parties are very close on what language should be awarded. Collective agreement to be amended as follows:*

All reset breaks to be scheduled at the Home Terminal.

After 3 days, the Company will begin to evaluate where employees are in their consecutive 7 day period to ensure they receive a scheduled reset break by the required time at the Home Terminal.

3. 90 Minute Call at the AFHT

Kaplan May 30, 2025 award: *Call windows at AFHT decreased from 2 hours to 90 minutes.*

The Company disputes the proper application of 90 minute calls at the AFHT. The Union's position is that the DRPR is clear regarding the minimum rest period at the Away From Home Terminal – employees are required to have a 10 hour minimum rest period, 8 hours of which must be undisturbed. This requirement is unaffected by the 90 minute call.

Kaplan December 1, 2025 award: *The award was categorical. The call was to be reduced from two hours to 90 minutes. The real dispute between the parties is where the change is to be memorialized in the collective agreements. Last sentence of LE West and East Article 57.01 to be amended as follows:*

"Employees will be given at least a two-hour call at the Home Terminal, and at least a 90-minute call at the AFHT, except in cases of emergency." Last sentence of CTY Article 80.01 to be amended as follows: "Employees will be given at least a two-hour call at the Home Terminal, and at least a 90-minute call at the AFHT, except when Trainspersons are called S.A.P. (except in cases of emergency); they will be called for a specified time."

Note: The employer wanted the arbitrator to direct the Union to approach Transport Canada jointly with the Company to seek and approve a reduction in the Minimum Rest Period at the Away From Home Terminal to allow employees to be given a 90 minute call immediately at the expiration of their 8 hour undisturbed period. The arbitrator declined this request. As such, it is the Union's position that the 10 hours Minimum Rest Period stipulated in the current DRPR remains unchanged.

4. NR Agreement

Kaplan award: The NRA agreement, as discussed at the hearing, is remitted to the parties, and I remain seized.

The Company indicated to the Union that they wanted to make some tweaks to the existing NR Pilot Agreement language. The changes sought by the Company represented significant operational gains, including longer working hours and concessions to current rest provisions, that were not provided for within the interest arbitration award. The Union's position was that the NR Agreement ought to be included in the current Collective Agreement as originally implemented under the pilot agreement.

Kaplan December 1, 2025 award: *The parties were, however, unable to resolve this issue. The current – and negotiated – NR agreement is, therefore, awarded and is to be incorporated into the collective agreement (subject to the Housekeeping changes proposed by the union in this proceeding).*

Note: The housekeeping changes proposed by the Union amended the language to reflect that it is not longer considered a "pilot agreement".

5. Shift Differential

This matter was resolved. The parties identified an inadvertent change to the language regarding shift differential. There was never an intent to change the times as provided in the current Article 2.7 of the Collective Agreement. Afternoon shift differential will apply for shifts starting between 1430 and 2229. Night shift differential will apply for shifts starting between 2230 and 0629.

6. Pension Arrears

This matter was resolved. Letters have gone out to affected members advising them of the ability to pay pension arrears in accordance with the award.

We will be engaging with CPKC to discuss retroactive payment of the GWI on the identified

premium payments from May 30, 2025 to the present. Updates will be forthcoming.

We want to thank all the members for their patience as we worked toward resolution of these issues. We believe this award represents a common sense application of the May 30, 2025 Interest Arbitration award.

In Solidarity,

A handwritten signature in black ink, appearing to read "D Fulton".

Dave Fulton
General Chairman - CTY West

A handwritten signature in black ink, appearing to read "Greg Lawrenson".

Greg Lawrenson
General Chairman - LE West

A handwritten signature in black ink, appearing to read "Dennis Psychogios".

Dennis Psychogios
General Chairman - CTY East

A handwritten signature in black ink, appearing to read "Joe Bishop".

Joe Bishop
General Chairman - LE East

cc: Paul Boucher – TCRC President
Ryan Finnson – TCRC Vice President
Chris Lowe – TCRC Treasurer