

**COLLECTIVE AGREEMENT**

between

**CANADIAN PACIFIC**

and the

**CANADIAN PACIFIC POLICE ASSOCIATION**



**COLLECTIVE AGREEMENT**

between

**CANADIAN PACIFIC**

and the

**CANADIAN PACIFIC POLICE ASSOCIATION**

covering

Rates of Pay and Working Conditions of  
Constables in the  
Canadian Pacific Police Service

This revised *Collective Agreement* incorporates all  
amendments up to and including those contained in  
the *Memorandum of Settlement* of November 19, 2009

Revised January 2010

## TABLE of CONTENTS

PREAMBLE	1
<b>ARTICLE 1</b>	<b>1</b>
PURPOSE OF AGREEMENT	1
<b>ARTICLE 2</b>	<b>2</b>
ASSOCIATION RECOGNITION	2
<b>ARTICLE 3</b>	<b>3</b>
SENIORITY	3
TEMPORARY PROMOTIONS	5
<b>ARTICLE 4</b>	<b>5</b>
BULLETINING OF VACANCIES	5
<b>ARTICLE 5</b>	<b>7</b>
REDUCTION AND INCREASE IN STAFF	7
<b>ARTICLE 6</b>	<b>9</b>
HOURS OF SERVICE	9
<b>ARTICLE 7</b>	<b>11</b>
OVERTIME	11
<b>ARTICLE 8</b>	<b>12</b>
REST DAYS	12
<b>ARTICLE 9</b>	<b>12</b>
SERVICE LETTERS	12
<b>ARTICLE 10</b>	<b>13</b>
DISCIPLINARY HEARINGS	13
Informal Hearing Process	14
<b>ARTICLE 11</b>	<b>14</b>
GRIEVANCE AND ARBITRATION PROCEDURE	14
Grievance	14
Step 1	15
Step 2	15
Arbitration	16
<b>ARTICLE 12</b>	<b>17</b>
GENERAL HOLIDAYS	17
10 Hour Shifts	19
12 Hour Shifts	19
	ii

<b>ARTICLE 13</b>	<b>20</b>
ANNUAL VACATIONS	20
<b>ARTICLE 14</b>	<b>23</b>
MEAL PERIOD	23
8 Hour Shifts	23
10 Hour Shifts	23
12 Hour Shifts	23
<b>ARTICLE 15</b>	<b>24</b>
BEREAVEMENT LEAVE	24
10 and 12 Hour Shifts	24
Definition of Eligible Spouse	24
<b>ARTICLE 16</b>	<b>25</b>
HEALTH & WELFARE - EMPLOYEE BENEFIT PLAN	25
10 and 12 Hour Shifts	25
<b>ARTICLE 17</b>	<b>25</b>
RATES OF PAY	25
Constables	25
Sergeants - Probationary or Relief	25
Sergeants	25
Gainshare	26
<b>ARTICLE 18</b>	<b>26</b>
LOSS OF WAGES IN EMERGENCY SITUATIONS	26
<b>ARTICLE 19</b>	<b>27</b>
LEAVE OF ABSENCE ACCOUNT ASSOCIATION BUSINESS	27
<b>ARTICLE 20</b>	<b>27</b>
NOTICE BOARDS	27
<b>ARTICLE 21</b>	<b>27</b>
TRANSPORTATION IN THE EXERCISE OF SENIORITY	27
<b>ARTICLE 22</b>	<b>29</b>
TRANSPORTATION WHILE ON DUTY	29
Use of Private Automobile	29
<b>ARTICLE 23</b>	<b>30</b>
UNIFORMS AND EQUIPMENT	30
<b>ARTICLE 24</b>	<b>31</b>
COURT DUTY	31

<b>ARTICLE 25</b>	<b>31</b>
AUTHORIZED REPRESENTATIVES	31
<b>ARTICLE 26</b>	<b>31</b>
DEDUCTION OF UNION DUES.	31
<b>ARTICLE 27</b>	<b>33</b>
LIFE INSURANCE UPON RETIREMENT	33
<b>ARTICLE 28</b>	<b>33</b>
DENTAL PLAN	33
<b>ARTICLE 29</b>	<b>34</b>
EXTENDED HEALTH AND VISION CARE PLAN	34
<b>ARTICLE 30</b>	<b>34</b>
TRANSLATION AND PRINTING OF AGREEMENTS	34
<b>ARTICLE 31</b>	<b>34</b>
LEGAL REPRESENTATION	34
<b>ARTICLE 32</b>	<b>35</b>
ASSESSMENTS	35
<b>ARTICLE 33</b>	<b>35</b>
INSPECTION OF PERSONAL FILE	35
<b>ARTICLE 34</b>	<b>35</b>
TRAINING	35
Counselling Sessions	36
<b>ARTICLE 35</b>	<b>36</b>
HUMANRIGHTS	36
Informal Handling of a Complaint	37
Investigation	38
<b>ARTICLE 36</b>	<b>39</b>
SERGEANTS	39
<b>ARTICLE 37</b>	<b>41</b>
LOCAL RULES	41
<b>ARTICLE 38</b>	<b>41</b>
DURATION	41

## Appendix

<b>APPENDIX 1</b>	<b>42</b>
EXTRACT FROM CANADA LABOUR STANDARDS	42
Hours of Work	42
Exemptions from overtime pay provisions	44
<b>APPENDIX 2</b>	<b>45</b>
LETTER DATED JULY 5, 1985, CONCERNING PRIVATE SLEEPING	45
ACCOMMODATIONS AT AWAY-FROM-HOME LOCATIONS	45
<b>APPENDIX 3</b>	<b>46</b>
LETTER DATED JULY 5, 1985, CONCERNING THE SELECTION OF HOLIDAYS	46
<b>APPENDIX 4</b>	<b>47</b>
LETTER DATED SEPTEMBER 15, 1999 CONCERNING	47
REPORTING FOR DUTY AND ENDING DUTY	47
<b>APPENDIX 5</b>	<b>48</b>
LETTER DATED DECEMBER 22, 1992, CONCERNING COMPETITIVE SERVICES	48
<b>APPENDIX 6</b>	<b>50</b>
LETTER DATED SEPTEMBER 15, 1999,	50
CONCERNING ASSIGNMENT OF DUTIES IS DELETED	50
<b>APPENDIX 7</b>	<b>51</b>
LETTER DATED DECEMBER 9, 1999, CONCERNING	51
EQUALIZATION OF PAY CHEQUES	51
<b>APPENDIX 8</b>	<b>52</b>
MODIFICATIONS TO ARTICLES 12 AND 13 CONCERNING	52
10 AND 12-HOUR SHIFTS	52
<b>APPENDIX 9</b>	<b>57</b>
LETTER DATED MAY 15, 1995, CONCERNING	57
CCS FOR EMPLOYEES ON LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS	57
<b>APPENDIX 10</b>	<b>58</b>
LETTER DATED SEPTEMBER 15, 1999, CONCERNING	58
SICK LEAVE BENEFITS	58
<b>APPENDIX 11</b>	<b>60</b>
LETTER DATED MAY 15, 1995, CONCERNING	60
RECOGNITION OF EASTER SUNDAY AS A GENERAL HOLIDAY IN LIEU OF GOOD FRIDAY	60
<b>APPENDIX 12</b>	<b>61</b>

LETTER DATED <i>MAY 15, 1995</i> , CONCERNING USE OF BANKED TIME FOR TIME OFF	61 61
<b>APPENDIX 13</b>	<b>62</b>
LETTER DATED <i>MAY 15, 1995</i> , CONCERNING WAITING PERIOD FOR WEEKLY INDEMNITY WITH RESPECT TO EMPLOYEES WORKING 12 HOUR SHIFTS	62 62
<b>APPENDIX 14</b>	<b>63</b>
INFORMAL HEARING PROCESS FORMS	63
<b>APPENDIX 15</b>	<b>65</b>
LETTER DATED <i>SEPTEMBER 15, 1999</i> CONCERNING "ON CALL" REQUIREMENTS	65 65
<b>APPENDIX 16</b>	<b>66</b>
LETTER DATED <i>MAY 9, 2003</i> , CONCERNING STAFF REDUCTION PROCESS	66 66
<b>APPENDIX 17</b>	<b>68</b>
LETTER DATED <i>MAY 9, 2003</i> , CONCERNING SPECIAL INVESTIGATIONS UNIT IS DELETED	68 68
<b>APPENDIX 18</b>	<b>68</b>
LETTER DATED <i>MAY 9, 2003</i> , CONCERNING FLEX-BENEFIT PROGRAM IS DELETED	68 68
<b>APPENDIX 19</b>	<b>69</b>
LETTER DATED <i>MAY 9, 2003</i> , CONCERNING CPPA SPONSORED LTD PLAN	69 69
<b>APPENDIX 20</b>	<b>70</b>
LETTER DATED <i>MAY 9, 2003</i> , CONCERNING RECALL AND EXAMINATION RE-WRITE	70 70
<b>APPENDIX 21</b>	<b>71</b>
LETTER DATED <i>MAY 9, 2003</i> , CONCERNING ONE PERSON & OUTSIDE POINTS COMPETITION PROCESS IS DELETED	71 71
<b>APPENDIX 22</b>	<b>72</b>
LETTER DATED <i>MAY 9, 2003</i> CONCERNING ON CALL	72
<b>APPENDIX 23</b>	<b>73</b>
LETTER DATED <i>MAY 13, 2004</i> , CONCERNING CLOSED PERIOD COMMITMENTS IS DELETED	73 73
<b>APPENDIX 24</b>	<b>74</b>
LETTER DATED <i>MAY 20, 2004</i> CONCERNING	74
	vi

THE APPLICATION AND COMPENSATION CONCERNING "OPERATIONAL ON CALL" IS RENEWED	74
<b>APPENDIX 25</b>	<b>76</b>
LETTER DATED JANUARY 12, 2006 CONCERNING	76
COMPENSATION FOR EMPLOYEES WITH SPECIALIZED TRAINING IS DELETED	76
<b>APPENDIX 26</b>	<b>77</b>
LETTER DATED JANUARY 12, 2006 CONCERNING	77
THE COMPUTATION OF ANNUAL VACATION ENTITLEMENT FOR NEW HIRED EMPLOYEES	77
<b>APPENDIX 27</b>	<b>78</b>
LETTER DATED JANUARY 12, 2006 CONCERNING	78
THE IMPLEMENTATION OF A FLEX-BENEFITS PROGRAM IS DELETED	78
<b>APPENDIX 28</b>	<b>78</b>
LETTER DATED JANUARY 12, 2006 CONCERNING	78
THE ESTABLISHMENT OF ANNUAL FITNESS TESTING IS DELETED	78
<b>APPENDIX 29</b>	<b>79</b>
LETTER DATED NOVEMBER 19, 2009 CONCERNING	79
JOB RATES AND STARTING RATES	79
<b>APPENDIX 30</b>	<b>81</b>
LETTER DATED NOVEMBER 19, 2009 CONCERNING	81
ESTABLISHING NATIONAL SENIORITY LISTS	81
<b>APPENDIX 31</b>	<b>83</b>
LETTER DATED NOVEMBER 19, 2009 CONCERNING	83
CLOSED PERIOD COMMITMENT REGARDING TRAINING OPPORTUNITIES	83



## PREAMBLE

The Company and the Union acknowledge that they will support Employment Equity plans that have been developed in consultation with the Union to address employment equity barriers.

## ARTICLE 1

### PURPOSE OF AGREEMENT

1.01 It is the intent of this agreement to maintain harmonious relationships between the Canadian Pacific Police Service of the Company and its employees and to provide equitable methods of settling grievances which may possibly arise, as well as to set forth conditions of employment, rates of pay, and hours of employment to be observed between the parties hereto.

1.02 The use of the masculine gender in this Collective Agreement includes the feminine and vice versa.

1.03 Definitions:

**Employee:** a member of the Canadian Pacific Police Service covered by the scope of this agreement.

**Company:** the Canadian Pacific

**Association:** the Canadian Pacific Police Association

**Qualifications:** the ability, skill, certification, experience and medical fitness which must be fulfilled prior to an employee being assigned to a position.

**One Person Point:** a location staffed by one employee.

**Outside Point:** a location staffed by more than one employee, but not a detachment, that may or may not include on-site supervision.

**Detachment:** a main office with on-site supervision such as, Vancouver, Calgary, Montreal, Toronto, Winnipeg.

**Emergency:** a situation that requires immediate Police action.

**Demands of the Service:** the ability to meet staffing and service requirements (not applicable to administrative requirements)

**Administrative On Call:** Sergeants may be required to be available to take administrative calls during their off duty hours on a seven day per week, 24 hours per day basis.

**Operational On Call:** Employees required to be available to take operational calls during off duty hours, which may include days off, and attend occurrences or incidents when appropriate.

**Special Assignment:** assignment not normal to daily duties.

**Hearing Officer:** the Supervisor designated by the Company to conduct the hearing.

**Supervisor:** a Sergeant or other employee assigned to provide direction and/or guidance.

**Manager:** a Supervisor that is not part of the bargaining unit.

**Vacancy:** a vacant position as deemed by the Company.

## **ARTICLE 2**

### **ASSOCIATION RECOGNITION**

- 2.01 The Company recognizes the Canadian Pacific Police Association as the sole collective bargaining agent for Sergeants and Constables in its Canadian Pacific Police Service, throughout Canada, pursuant to the Certification Order of the Canada Labour Relations Board, dated August 31, 1972, covering such employees.
- 2.02 Non-bargaining Unit employees shall not be used to perform the work normally performed by members of the bargaining unit except in emergencies or other cases of exigency under which circumstances supervisory personnel may be temporarily assigned to perform such work.

**ARTICLE 3**  
**SENIORITY**

3.01 Basic seniority districts shall be established as follows:

- District #1 - Quebec
- District #2 - Ontario
- District #3 - Manitoba (including Thunder Bay)
- District #4 - Saskatchewan and Alberta
- District #5 - British Columbia

Solely for the purpose of bidding on bulletined vacancies, national seniority shall apply. Employees hired prior to January 1st 2010, shall continue to have bidding priority on their seniority district. Qualifications being equal, positions shall be awarded in the following order:

- Senior District employee hired prior to January 1, 2010.
- Senior Off District employee, hired prior to January 1, 2010.
- Senior employee hired on or after January 1, 2010.

In the application of Article 3.01, it is understood that off district employees who are awarded a bulletined position, shall establish seniority at their new work location in accordance with their national seniority date

3.02 Seniority shall mean the length of continuous service of an employee from the date of his last entry into the service of the Canadian Pacific Police Service in a position covered by this collective agreement.

3.03 A new employee shall not be regarded as permanently employed until he has completed nine months' cumulative compensated service, which must include 1,560 worked hours. In the meantime, unless removed for cause, which, in the opinion of the Company, renders him/her/er undesirable for its service, the employee shall be regarded as coming within the terms of the agreement. If retained, he shall then rank on the seniority list from the date first employed in a position covered by this agreement. A probationary employee who is removed for cause under the provisions of this Article, will be entitled to progress a grievance under the provisions of Article 11 if he so desires.

3.04 An employee will be granted leave of absence without pay upon the written approval of his/her Manager, provided the granting of such leave does not result in additional expense and operational requirements are met.

3.05 An employee shall continue to accumulate seniority while on approved leave of absence.

3.06 An employee's seniority rights shall extend over the district, as defined in Article 3.01, on which he is employed. A complete list of all employees within each seniority district showing name, classification, length of continuous employment relationship with the

Company, date of last entry into the service of the Canadian Pacific Police Service in a position covered by this agreement and seniority standing shall be posted at all locations where employees governed by this agreement are stationed, in a place accessible to them. The said list shall be posted not later than thirty days after the signing of this agreement and thereafter on January 1st of each year.

3.07 Unless an employee advises the designated Company Officer in writing, prior to the end of each year, of their desire to remain on the recall list, he/she will be dropped from the seniority list:

- i) if, as a result of layoff, having performed no service for the Company for a period of one year; or
- ii) if on SUB benefits, at the expiration of such benefits, whichever is the longer period.

3.08 For the purpose of employees making application on positions in their seniority district or in other seniority districts in conformity with Article 5.07 of this agreement, seniority shall mean system seniority which shall be the length of service of an employee in a position governed by this agreement in all seniority districts.

3.09 The seniority list shall be open for correction on proper representation by an employee or his representative for a period of ninety days from the date of posting. If no exceptions are taken during such ninety days, the seniority dates shall be established as correct and not changed thereafter except by mutual agreement between the Superintendent and the representative of the Association or for correction of typographical errors. A copy of the seniority list shall be furnished to the Association representative not later than fifteen days after posting.

3.10 When two or more employees are employed on the same day, subject to the provisions of Article 3.08, their seniority standing will be determined in the following order:

- a) the local time at which they started work;
- b) previous service in the Canadian Pacific Police Service;
- c) previous Company service;
- d) date on which application for employment was made;
- e) by drawing of names as arranged by the Inspector and District Representative.

3.11 Employees moved within the Department to positions excepted or excluded from the terms of this agreement shall retain seniority rights to the date of departure from the Bargaining Unit.

3.11.01 Employees that are released to a position covered by this Collective Agreement may forward, in writing, a request to the CPPA to recover their seniority from the date that he/she stopped accumulating seniority. This request may be granted in accordance with the terms of the CPPA Constitution.

- 3.12 Except as otherwise provided in Article 3.11 and 3.11.01, an employee who accepts a promotion or transfer to a position outside of the Department not covered by another agreement shall retain his rights and continue to accumulate seniority for six months on the seniority list from which promoted or transferred, which time may be extended by mutual agreement. The position thus vacated, if required to be filled, shall be bulletined as a temporary vacancy and such employee shall return to his former position if he is removed from the position to which promoted or transferred within six months or such longer period of time as may be mutually agreed.

### **TEMPORARY PROMOTIONS**

- 3.13 An employee who is temporarily promoted to an official or excepted position with the railway will have his/her name continued on the seniority list of the group from which promoted and will retain seniority rights and continue to accumulate seniority.
- 3.13.01 When released from such official or excepted position, the employee will revert back to the position held prior to the promotion.
- 3.13.02 The Company shall deduct on the payroll from the wages due and payable for each employee temporarily promoted, an amount equivalent to the full monthly dues of the Union subject to the conditions and exceptions set forth in the Collective Agreement.
- 3.14 Except as otherwise mutually agreed, an employee accepting a transfer to a position on another seniority list shall lose his seniority rights unless service is not required in the position vacated.

### **ARTICLE 4**

#### **BULLETINING OF VACANCIES**

- 4.01 All vacancies for a known duration of sixty calendar days or more which the Company requires to be filled shall be bulletined promptly to all employees over the seniority district. Bulletins shall indicate location, whether assigned or unassigned, the territory to be covered, classification and, if temporary, the approximate duration. Bulletins will be posted in places accessible to all employees affected. Employees shall be allowed ten calendar days in which period to file application with the designated supervisory officer and an appointment shall be made within fifteen calendar days thereafter. The appointee shall commence his new assignment not later than fifteen calendar days following the date of his appointment, such date to be extended only on mutual agreement between the Company and the Association. Such vacancies may be filled temporarily by the Company pending an appointment. Copies of such bulletins and the name of the successful

applicant shall be furnished the local Association representative. All permanent vacancies will be bulletined nationally.

- 4.02 Vacancies shall be filled on the basis of qualifications and seniority; qualifications being equal, seniority shall govern. The officer of the Company in charge shall be the judge of qualifications subject to appeal, such appeal being made in accordance with the Grievance Procedure.
- 4.03 When vacancies occur or new jobs are created or additional staff is required in a classification for less than 60 calendar days and which the Company requires to be filled, the senior qualified employee from the terminal where the vacancy occurs may claim the vacancy subject to final approval of the Company which will not be unreasonably withheld. Resulting vacancies will not be subject to being claimed in this manner.
- 4.04 An employee appointed by bulletin to a vacancy must remain in the position, unless released of this requirement by the Company, for a period of 12 months from the date of commencement in the position.
- 4.05 In the application of Article 4.04, an employee may request relief from this requirement by making an application to the Company, providing the reasons thereof. The Company shall make the final determination concerning this request. Should the request be denied, an explanation, in writing, shall be provided to the employee. This decision is not subject to appeal.
- 4.06 In the application of Article 4.04, the employee will be required to advise the Company of his/her desire to return to his/her former position, after the expiry of 12 months, including the reasons thereof.
- 4.07 An employee on vacation or absent on leave or occupying a temporary position outside this Agreement when a vacancy occurs shall not be barred from claiming a position and receiving the appointment if entitled to it providing that such a claim is made within ten calendar days of his return and does not involve displacing an employee who has moved away from his home location.
- 4.08 Employees will be given the opportunity to establish their qualifications periodically. Results of the assessment shall be made known to the employees concerned annually. Any employee who feels aggrieved by the results of such assessment may file a grievance in accordance with the grievance procedure.
- 4.09 An employee who is assigned to a temporary vacancy or position shall, at the expiration of such assignment, be returned to his former position.

**ARTICLE 5**  
**REDUCTION AND INCREASE IN STAFF**

- 5.01 In reducing staff, the following criteria shall be considered:
- i) Competency
  - ii) Initiative
  - iii) Seniority
  - iv) Quality of Service
  - v) Staff Reduction Assessment
- 5.02 Staff reductions will be performed in accordance with the jointly established "Staff Reduction Process".
- 5.03 The Company shall administer the Staff Reduction Process, including the responsibility for making final determinations.
- 5.04 Not less than four working days' advance notice will be given in the event of a reduction of staff, except in the event of a strike or work stoppage by employees in the Railway industry, in which case a shorter notice may be given.
- 5.05 Layoff notice under Article 5.02 may be served at any time, such as when an employee is on vacation, on leave of absence, absent account illness, etc.
- 5.06 When staff is increased, such as but not limited to recall, employees shall be returned to service, subject to qualifications, as provided for in the Staff Reduction Process. The results of the annual assessment will be factored into consideration in the Recall Process.
- 5.06.01 Employees laid off in excess of one year must take a re-qualifying test on an annual basis in order to remain qualified in the event of a recall.
- 5.06.02 Employees desiring to avail themselves of this clause must file their names and addresses with the proper Company Officer prior to the end of each year.
- 5.06.03 Sixty days prior to the date of the re-qualifying test, the Company shall notify the employee. The notification shall include:
- i) the test date
  - ii) the test time
  - iii) the test location
  - iv) study material
- 5.06.04. An employee who does not file their name and address with the proper Company Officer prior to the end of each year, or chooses not to take a re-qualifying test, or fails to successfully pass a re-qualifying test shall

have their name removed from the seniority list and their record will be closed. An employee who fails to pass the examination on the first attempt will be provided with one opportunity, within sixty days of failing at the first attempt, for a re-write of the examination.

- 5.06.05 An employee returned to service shall be compensated at the step rate contained in Article 17 as deemed appropriate by the Chief. The minimum of 1 year in each step as outlined in Article 17.04 will not be applicable in consideration of an employee's return to the step rate held when reduced. The reasonableness of this determination is subject to the provisions of Article 11.
- 5.07 When increasing staff, employees failing to report for duty, or giving satisfactory reasons for not doing so within seven days from the date of written notification, shall be considered out of service, except that a laid-off employee who is employed elsewhere at the time he is notified to report for duty may, without loss of seniority, be allowed to refuse such recall provided that it is known that the duration of the work for which he would be required will not exceed ninety days and other qualified laid-off employees are available. In the application of item 5.07 a written application must be made to the designated Company Officer immediately upon receipt of written notification to resume duty, otherwise the employee's record shall be closed and their name dropped from the seniority list.
- 5.08 An employee whose services have been dispensed with account reduction in staff may bid upon a vacancy occurring in another seniority district. Should he be the successful applicant he will carry his seniority to the new district.
- 5.08.01 In the application of Article 5.07 of the Collective Agreement, before hiring new members to fill permanent vacancies within the Constabulary, the Company will undertake reasonable measures to notify Constables Laid-off pursuant to the aforementioned provision.
- 5.08.02 In the application of this undertaking, employees will be notified in writing of vacancies occurring outside their basic seniority district at their home address, as listed on Company records. Failure to respond prior to the close of the bulletin advertising a vacancy, will indicate no interest in filling the vacancy.
- 5.08.03 This undertaking does not oblige the Company to pay expenses and/or benefits for employees wishing to fill such vacancies.
- 5.09 In the application of Article 5.08 an employee will continue to accumulate seniority on his previous seniority district until he refuses recall to work on such seniority district.



- 5.10 Employees leaving the service of the Canadian Pacific Police Service when their services are required will, in the event of re-employment, rank as new employees.
- 5.11 In the application of reducing staff, an employee who is laid-off, shall continue to accumulate seniority subject to Articles 5.06 and 5.06.01, 5.06.02, 5.06.03, 5.06.04, 5.06.05 and 3.07.

Note: Refer to Appendix "20"

## **ARTICLE 6**

### **HOURS OF SERVICE**

- 6.01 Duty rosters may be created containing shifts of 8 hours, 10 hours or 12 hours, or combination thereof consistent with the operational requirements of the Department.
- 6.02 A system of rotating shifts and assigned rest days will be established by the company except where impracticable. Prior to making changes to the length of shifts, the Company will consult with an Accredited Representative of the Association to review the change and explore alternative course of actions. If no agreement can be reached between the Parties, the Company will have the final determination.
- 6.03 Duty rosters may be modified once established to meet the demands of the service.
- 6.04 Notwithstanding any other provisions of Articles 6 and 7 of this agreement, employees required to work at outside points so designated by the Company will be considered to be in unassigned service and Section 6 of the Canada Labour Standards Regulations, attached hereto, will apply to such employees based on a twelve-week averaging period. Hours of work for such employees will be designated by the Company.
- 6.05 Except as otherwise provided in Articles 6.02 and 6.04, duty rosters covering eight-week periods will be posted and will show employees' tours of duty or reporting locations, starting times and rest days.
- 6.05.01 Duty rosters will commence at 0001 hours on Sunday up to and including 2359 hours on the eighth Saturday thereafter and will be posted forty-eight hours in advance of the commencement of the eight-week period. Upon request, District Representatives will be supplied with a copy of duty rosters posted in their respective Districts.
- 6.05.02 An employee's schedule will not contain more than 2 turn-arounds of 8 hours or less, in any calendar week. However, such schedule may be subsequently modified as outlined in Article 6.03 or Article 6.06.
- 6.06 Employees may be taken from their tours of duty as shown on the duty rosters to meet

the demands of the service and in case of emergency or special assignments such as derailments, etc., and shall be returned as soon as possible to their assigned tours of duty shown on the current roster.

- 6.07 Except in the application of Article 6.06 employee's time will start and end at his/her point of commencement of duty. (see Appendix 7)
- 6.08 Except where employees are taken from their tours of duty as provided in Article 6.06, when starting times are to be changed, at least twenty-four hours' notice will be given the employee affected.
- 6.09 It will be the responsibility of an employee absent account illness or injury or on annual leave or leave of absence to contact his departmental office prior to return to duty in order that he may be informed of his tour of duty.
- 6.10 Employees used at away-from-home locations will be paid reasonable expenses incurred for lodging, meals and transportation in accordance with departmental policy.
- 6.11 Employees used at an away-from-home location will be credited for actual hours worked with a minimum of eight hours in each twenty-four hour period.
- 6.12 Employees who are required to lay over at an away-from-home location shall, during such layover, be credited with eight hours for each twenty-four-hour period so held and actual time of up to eight hours for less than a twenty-four-hour period (time to be computed after sixteen hours' layover in each twenty-four-hour period). During the period for which they are compensated, employees' services may be utilized if required.
- 6.13 Employees required by the Company to deadhead from one location to another will be paid for actual time occupied at the straight time rate, calculated from the time required to report, except payment will not be made between the hours of 2300 to 0700 when sleeping accommodation is furnished. While deadheading, employees' service may be utilized, if required, and they may also be required to work immediately prior to or upon completion of the deadheading trip.
- 6.14 An employee while employed away from his home terminal shall not receive less than his regular wages when paid under Articles 6.11, 6.12 and 6.13.
- 6.15 An employee prevented from completing a shift due to a bona-fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury, in which case the employee will be paid the difference between such compensation and payment for their full shift.
- 6.16 A Police Officer will ensure that the necessary back-up is coordinated prior to engaging in, or continuing with, activities that warrant such protection.

**ARTICLE 7**  
**OVERTIME**

- 7.01 Time worked, on proper authority, on any day in excess of scheduled hours, will be considered as time worked during an eight week averaging period.
- 7.02 Excess hours at the end of the eight week averaging period not accumulated as bank time shall be considered overtime and paid at the rate of time and one-half.
- 7.03 There shall be no overtime on overtime; neither shall overtime hours paid for, be utilized in computing the standard hours in the averaging period, nor shall time paid for in the nature of special allowances such as attending court, deadheading, travel time, etc. be utilized for this purpose.
- 7.04 Excess hours accumulated during a pay period, will be paid at straight time rates. If, at the end of the averaging period, excess hours exist, reconciliation will occur whereas the excess hours will be paid an additional one half of wages. For clarity, this will result in all excess hours, at the end of the averaging period, having been paid at the rate of time and one half. When excess hours are banked, the same process will apply.
- 7.05 Employees notified or called to perform work not continuous with, before or after, the regular work period shall have such additional time credited toward the averaging period.
- 7.06 Except in the application of Article 6.08, if an employee is called in advance of his regular starting time, such additional time will be credited toward the averaging period.
- 7.07 Employees required to work in excess of two hours continuous with their regular tour of duty, shall be allowed a twenty-minute meal period as soon as practicable without loss in pay.
- 7.08 Excess hours may be converted to bank time during an 8-week averaging period and will be banked at straight time rates. At the end of the averaging period, excess hours banked will be subject to the reconciliation process outlined in Article 7.04. A maximum of 300 hours at the straight time rate may be accumulated at any given time for the purposes of time off and a maximum of 48 accumulated straight time hours may be taken as time off in any given instance. While the taking of time off must be mutually agreed to between supervisors and employees, the final determination will be at the discretion of the supervisors according to the requirements and exigencies of the service.
- 7.08.01 An employee who accumulates bank time to be taken as time off may later elect to be paid for such bank time rather than take it as time off, if mutually arranged between the Company and the employee.
- 7.08.02 An employee may, by mutual agreement, carry overtime hours from one averaging period to another.

7.09 Subject to article 7.01, employees called to perform work not continuous with, before or after, the regular work period shall be paid for a minimum of three hours. If held on duty in excess of three hours, shall be paid for actual time worked. Excess hours will be calculated and paid based on the excess hours provision. In lieu of the above, employees at one-man-points may elect the application of Appendix 15.

**ARTICLE 8**  
**REST DAYS**

8.01 Employees shall be assigned two rest days during each calendar week. Such rest days shall be consecutive as far as possible and shall not be split except where it is necessary to meet the Company's operational requirements and that otherwise working an employee at overtime rates would be involved.

8.02 Except in the application of Article 6.06, employees, if required to work on regularly assigned rest day, who are not provided with a minimum of 24 hours notice, will be paid a three hour minimum at the rate of time and one half, for which three hours work may be required, and shall be paid at the rate of time and one-half on the actual minute basis for all time in excess of three hours. All hours worked under this provision and paid for at time and one-half will not be included in the calculation of hours worked in excess of the standard hours of work in the applicable averaging period. Subject to the maximum allowed bank time accumulation outlined in Article 7.08, an employee may choose to bank overtime earned under this provision, similar to the current practice with respect to overtime earned on a General Holiday. (This does not apply when employees are On Call)

**ARTICLE 9**  
**SERVICE LETTERS**

9.01 Persons entering the service in a position covered by this agreement will within thirty days of employment have returned to them all service cards and letters of recommendation which have been taken up for inspection by the Company, except those addressed to or issued by the Company.

9.02 An employee who is dismissed or who leaves the Company of his own accord after giving due notice will, upon request, be given the usual certificates of service and will be paid as soon as possible following return of issue, uniform and equipment in good condition, normal wear and tear excepted.

**ARTICLE 10**  
**DISCIPLINARY HEARINGS**

- 10.01 No employee shall be disciplined or discharged until he has had a fair and impartial hearing and his responsibility is established. Except as otherwise provided in Article 10.04 an employee will not be held out of service in excess of ten working days, pending the holding of a hearing. Such hearing shall be held as soon as possible and where suspension is involved, not later than twenty-five working days from the date of suspension unless otherwise mutually agreed.
- 10.02 An employee shall be given an advance notice of seven calendar days of such hearing and be advised in writing of the time, place and subject matter of such hearing. An employee may have a fellow employee or a member of the Association present to assist him/her/hers. The employee shall be furnished with a copy of his statement and copies of all evidence taken at the hearing and shall be present during examination of any witness whose testimony may have a bearing on his responsibility. He may offer rebuttal evidence thereto.
- 10.03 When suspension pending the holding of a hearing is involved, the employee will be given advice in writing within five calendar days of his suspension as to the reasons for such suspension.
- 10.04 A decision shall be rendered within twenty eight calendar days from the date of the hearing. Pending the rendering of such decision, the employee will be held out of service only where the circumstances are considered sufficiently serious to warrant such action. The employee will be furnished with a copy of the decision in writing and a copy will be forwarded to the Local Association Representative at the same time, unless the employee specifically requests in writing that the representative not be advised of the decision.
- 10.05 If the employee considers the decision rendered is unjust, an appeal in writing may be made in accordance with the grievance procedures starting by an appeal to the officer who issued the discipline. Where demotion in grade or rank, suspension or dismissal is the discipline, the appeal may commence at Step II of the grievance procedure within 14 calendar days from the date that the employee is advised of the decision in writing.
- 10.06 If, in the final decision, the charges against an employee are not sustained, his record shall be cleared of the charges; if suspended or dismissed, he shall be returned to his former position and reimbursed for wages lost, less any earnings derived from outside employment during the period so compensated; if the investigation was away from home, he shall be reimbursed for reasonable travel expenses upon presenting receipts.
- 10.07 Any employee appearing before a disciplinary hearing shall be given the option of using the language (English or French) in which he can express him/herself/herself most fluently.

## 10.08

### **Informal Hearing Process**

- 10.08.01 Except in instances where an employee is alleged to have committed an offence where discipline could result in a "Severe Reprimand", "Reduction in Rank or Class", "Suspension" or "Dismissal", allegations concerning breach of discipline or regulations may be handled without the necessity of a formal Disciplinary Hearing as set out above.
- 10.08.02 Under this process the written hearing notice submitted pursuant to Article 10 of the Collective Agreement will contain a statement indicating if the employee will be given the opportunity to have the matter dealt with through the Informal Hearing Process.
- 10.08.03 An employee wishing to avail him/herself/herself to the Informal Hearing opportunity will be required to submit a completed "Form A - Formal Hearing Waiver", within 7 calendar days of receipt of the hearing notice.
- 10.08.04 Following receipt of the waiver form, the Hearing Officer will arrange for the Informal Hearing with the employee and, to the extent practicable, will hold the hearing during the employee's regular working hours
- 10.08.05 An employee may be assisted by an accredited representative of the Canadian Pacific Police Association, or a fellow employee at the hearing.
- 10.08.06 A written notice, "Form B - Summary of Informal Hearing Interview" will be furnished to the employee involved within 28 calendar days of the hearing and a copy will be forwarded to the Local Association Representative at the same time, unless the employee specifically requests in writing that the representative not be advised of the hearing disposition.
- 10.08.07 Discipline matters resolved under the Informal Hearing Process are not subject to appeal.

## **ARTICLE 11**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Grievance**

- 11.01 Any dispute respecting the meaning, interpretation, application, administration or alleged violation of the provisions of this agreement or when an employee claims that he has been

unjustly dealt with in respect thereof, may be dealt with in the following manner:

11.02

**Step 1**

The aggrieved employee or a duly authorized Association representative may present the grievance in writing to his District Inspector or such other officer designated by the Company within twenty-eight calendar days from the date of the alleged grievance or from his obtaining knowledge thereof. Such District Inspector or officer shall render a decision in writing within twenty-eight calendar days following receipt of the written grievance.

11.03

**Step 2**

If the grievance is not settled at Step 1, the President of the Association may appeal the decision in writing, giving the reason for the appeal to the Chief, Canadian Pacific Police Service within twenty-eight calendar days following receipt of the decision in Step 1. The Chief will render a decision in writing giving his reasons for the decision within twenty-eight calendar days following his receipt of the appeal.

11.04

When a grievance is not progressed within the prescribed time limits by the Association, it shall be considered as dropped. When the appropriate Officer of the Company fails to render a decision at any step of the grievance procedure within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits from the date the last such decision was due, except as otherwise provided in Article 11.05.

11.05

When a grievance based on a claim for unpaid wages is not progressed by the Association within the prescribed time limits, it shall be considered as dropped. When the appropriate Company officer fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the collective agreement.

11.06

Settlement of a grievance shall not involve retroactive pay beyond sixty calendar days prior to the date that such grievance was submitted in writing.

11.07

If an authorized representative of the Association should consider that a provision of this agreement has been violated, he may initiate a grievance which shall be processed in accordance with the Grievance Procedure commencing at Step 2.

11.08

Any conferences between officers of Canadian Pacific Police Services and the authorized Association representatives will be held by appointment and, to the extent practicable, concluded during regular working hours.

11.09

Authorized employee representatives will not be allowed to investigate or settle

grievances, or address conflicts in the workplace, during the employees' regular working hours until permission has first been obtained from the appropriate officer and such permission shall not be unreasonably withheld.

11.10

**Arbitration**

Failing settlement of a grievance at Step 2 of the Grievance Procedure, it may then be referred by either party to a single arbitrator in accordance with the following procedure for the final and binding settlement without work stoppage.

11.11 The request for arbitration must be made in writing by either party within twenty-eight calendar days following receipt of the decision at Step 2 of the Grievance Procedure or the due date of such decision if not received.

11.12 The party requesting arbitration shall submit with its request the name of three Arbitrators and at the same time it will also submit a proposed Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of this agreement where it is alleged that the agreement has been violated. The party requesting arbitration has 90 days from the date of the request for arbitration to either agree to one of the nominees proposed and to formally request he/she handle the matter or to request the Minister of Labour appoint an Arbitrator. Failing to do so, the grievance will be considered dropped.

11.13 The parties will provide the arbitrator with the Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of this agreement where it is alleged that the agreement has been violated, in advance of the date of the hearing. In the event that the parties are unable to agree on a Joint Statement of Issue, the parties will exchange Ex Parte Statements of issue, not later than 30 calendar days prior to the date of the hearing.

11.14 At the hearing before the arbitrator, argument may be given orally or in writing and each party may call such witnesses as it deems necessary.

11.15 The decision of the arbitrator shall not add to, subtract from, modify, rescind or disregard any provision of this collective agreement.

11.16 The arbitrator shall hear the parties and allow them to present all pertinent evidence and shall render a decision in writing with all reasonable diligence after completion of the hearing within thirty calendar days thereafter. His decision shall be final and binding.

11.17 The hearing shall be held by the arbitrator in the offices of the Company at Calgary unless the arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.



- 11.18 The Company and the Association shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including the remuneration and expenses of the arbitrator, shall be divided equally.
- 11.19 The time limits as provided in this Article may be extended by mutual agreement.
- 11.20 Prior to adjudication or final disposition of a grievance, there shall be neither a shut-down by the Company nor a work stoppage by the employees.

**ARTICLE 12**  
**GENERAL HOLIDAYS**

- 12.01 An employee who qualifies in accordance with Article 12.04 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day following the employee's rest day or, by mutual agreement, to the normal working day immediately prior to the employee's rest day. If the holiday is to be moved to the day prior to the employee's rest day, arrangements to that effect must be made at least 5 days in advance of the holiday.

**All Provinces**

New Year's Day

The day after that on which New Year's Day is observed.

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

**New Brunswick**

Remembrance Day

New Brunswick Day

**Nova Scotia**

Easter Monday

Remembrance Day

**Quebec**

St. Jean Baptiste day (in substitution for Remembrance Day)

First Monday in August

**Ontario, Manitoba, Saskatchewan, Alberta and British Columbia**

Civic Holiday (the first Monday in August)

Remembrance Day

- 12.02 If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefore in that province or part thereof. If the signatories to said Master Agreement fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.
- 12.03 In order to qualify for pay for any one of the holidays specified in Article 12.01, an employee:
- 12.03.01 Must have been in the service of the Company and available for duty for at least thirty calendar days; (this Clause 12.03.01 does not apply to an employee who is required to work on the holiday)
- 12.03.02 Must be available for duty on such holiday excluding vacation days. A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days except for unforeseen exigencies of the service in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required; (this Clause 12.03.02 does not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalised on the holiday or who is in receipt of, or who subsequently qualifies for weekly sickness benefits because of illness on such holiday) and
- 12.03.03 Must be entitled to wages for at least twelve shifts or tours of duty during the thirty calendar days immediately preceding the general holiday. (This Clause 12.03.03 does not apply to an employee who is required to work on the holiday.)
- Note:** Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalisation, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause 12.03.03.
- 12.04 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 12.01 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

- 12.05 An assigned employee qualified under Article 12.03 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.
- 12.06 An unassigned employee qualified under Article 12.03 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his last tour of duty prior to the general holiday.
- 12.07 An employee qualified under Article 12.03 and who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 12.05 or 12.06, at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him/her/hers on that holiday, with a minimum of three hours for which three hours' service may be required.
- 12.08 An employee called for a specific purpose under Article 12.07 shall not be required to perform routine work to make up the minimum time referred to in Article 12.07.
- 12.09 Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.
- 12.10 If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the first Monday in August in the Province of Quebec and for the day after that on which New Year's Day is observed in the other provinces.

#### **10 Hour Shifts**

- 12.11 An employee who is not required to work on a general holiday will receive 10 hours' pay at the straight time rate of his regular assignment.
- 12.11.01 An employee who is required to work on such holiday shall receive 10 hours' pay at one and one-half times his regular rate. In addition, such employee shall be paid 10 hours' straight time.

#### **12 Hour Shifts**

- 12.12 An employee who is not required to work on a general holiday will receive 12 hours' pay at the straight time rate of his regular assignment.
- 12.12.01 An employee who is required to work on such holiday shall receive 12 hours' pay at one and one-half times his regular rate. In addition, such employee shall be paid 12 hours' straight time.

**ARTICLE 13**  
**ANNUAL VACATIONS**

13.01 An employee who, at the beginning of the calendar year, is not entitled to vacation under Article 13.02 shall be entitled to one working day's vacation with pay for each twenty-five days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of ten working days until qualifying for additional vacation under Article 13.02.

13.02 Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16-2/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.03.

**Note 1:** An employee covered by Article 13.02 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.01. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

13.03 Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 2,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 12-1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.04.

**Note 2:** An employee covered by Article 13.03 will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he achieves 2,750 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.02. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

13.04 Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 18 years and has completed at least 4,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.05.

**Note 3:** An employee covered by Article 13.04 will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent service anniversary date he achieves 4,750 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.03. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

13.05 Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8-1/3 of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

**Note 4:** An employee covered by Article 13.05 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he achieves 7,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.04. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

13.06 In the application of Article 13.05 the Company will have the option of:

- a) scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
- b) splitting the vacation on the basis of five weeks and one week.

13.07 In computing service under Articles 13.01, 13.02, 13.03, 13.04 and 13.05 days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

- 13.08 An employee shall be compensated for vacation at the rate of pay he would have earned had he been working during the vacation period.
- 13.09 Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.
- 13.10 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 13.11 Applications for vacation from employees filed between December 15th of the previous year and January 31st shall, insofar as it is practicable to do so, be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in February of the dates allotted them and, unless otherwise mutually agreed, employees must take their vacation at the time allotted.
- 13.12 Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st shall be required to take their vacation at a time to be prescribed by the Company.
- 13.13 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation pay calculated to the date of his leaving the service, as provided for in Articles 13.01, 13.02, 13.03, 13.04 and 13.05.
- 13.14 A person who enters the service in the current calendar year and leaves in the same year is to be allowed vacation as provided for in Article 13.01.
- 13.15 An employee who is laid off shall be paid for any vacation due him/her/her at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year, shall upon application be allowed pay in lieu of any vacation due him/her/her at the beginning of the following calendar year.
- 13.16 A person who is dismissed for cause and not reinstated within two years of such dismissal or who leaves the service of his own accord shall, if subsequently returned to service be required to qualify again for vacation with pay as provided for in Article 13.01.
- 13.17 A year's service is defined as 250 days of cumulative compensated service.
- 13.18 An employee who, while on annual vacation, becomes ill or is injured, shall have the right

to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized Local Association representative.

- 13.19 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year, shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 13.20 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Article 13.20 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

## **ARTICLE 14**

### **MEAL PERIOD**

#### **8 Hour Shifts**

- 14.01 On those shifts constituting eight consecutive hours, twenty minutes shall be allowed for meal without deduction in pay not later than five hours following the commencement of such shifts. During such meal periods employees must remain alert and available for immediate service.

#### **10 Hour Shifts**

- 14.02 On those shifts constituting ten consecutive hours, twenty-five minutes shall be allowed for meal period without deduction in pay not later than six hours following the commencement of such shifts. During such meal periods employees must remain alert and available for immediate service.

#### **12 Hour Shifts**

- 14.03 On those shifts constituting twelve consecutive hours, thirty minutes shall be allowed for meal period without deduction in pay not later than seven hours following the commencement of such shifts. During such meal periods employees must remain alert and available for immediate service.

**ARTICLE 15**  
**BEREAVEMENT LEAVE**

15.01 Upon the death of an employee's brother, sister, grandparent, grandchild, step-parent, step-brother, step-sister, father-in-law, mother-in-law, or spousal grandparent, the employee shall be entitled to three days' bereavement leave without loss of pay provided s/he has not less than three months' cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

**10 and 12 Hour Shifts**

15.01.01 Employees shall be entitled to three days leave and receive a maximum of 24 hours' pay at his/her basic rate of pay.

15.02 Upon the death of an employee's spouse\*, child/step child, parent the employee shall be entitled to five days' bereavement leave without loss of pay provided s/he has not less than three months' cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

15.02.01 Employees shall be entitled to five days leave and receive a maximum of 40 hours' pay at his/her basic rate of pay.

**Definition of Eligible Spouse**

The person who is legally married to you and who is residing with or supported by you, provided that there is no legally married "spouse" that is eligible, it is the person that qualifies as a "spouse" under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person who may be of the same or opposite sex was publicly represented by you as your "spouse" and cohabited with you in a conjugal relationship for:

- At least one (1) year if you and that person were free to marry: or - At least three (3) years if either of you was not free to marry the other.

In the case of Separation of more than three months, or Divorce, he/she is no longer eligible for coverage.

15.03 The employee shall be entitled to suspend annual vacation during the bereavement leave period.



**ARTICLE 16**  
**HEALTH & WELFARE - EMPLOYEE BENEFIT PLAN**

16.01 The Employee Benefit Plan shall be that Plan established by the Supplemental Agreement of January 1, 1975, as revised, amended or superseded, between certain Canadian Railways and the Associated Railway Unions representing non-operating employees, to which the Company and the Union are signatories.

**10 and 12 Hour Shifts**

16.02 The present provisions specifying the waiting period will remain unchanged.

**ARTICLE 17**  
**RATES OF PAY**

**17.01 General Increase**

Effective January 1, 2010, a wage increase of 3%, on hourly rates of pay in effect on December 31, 2009.

Effective January 1, 2011, a wage increase of 3%, on hourly rates of pay in effect on December 31, 2010.

**17.02 Rate of Pay Effective**

**Constables**

	Jan. 1, 2010	Jan. 1, 2011	Jan. 1, 2012
1st year	\$18.036	\$18.577	\$18.577
2nd year	\$21.256	\$21.894	\$21.894
3rd year	\$24.476	\$25.210	\$25.210
4th year	\$27.698	\$28.529	\$28.529
5th year	\$30.916	\$31.843	\$31.843
6th year & thereafter	\$37.007	\$38.117	\$38.117

**Sergeants - Probationary or Relief**

	Jan. 1, 2010	Jan. 1, 2011	Jan. 1, 2012
	\$38.857	\$40.023	\$40.023

**Sergeants**

	Jan. 1, 2010	Jan. 1, 2011	Jan. 1, 2012
	\$40.329	\$41.539	\$41.539

- 17.02.01 i. Relieving Sergeants will be compensated at the Sergeant - Probationary or Relief rate.  
ii. The graduated pay scale shall not apply to Sergeants promoted prior to January 1, 2010.
- 17.03 An employee having outside experience in law enforcement may, at the discretion of the Department, be placed in a step to be considered appropriate with his experience.
- 17.04 Each employee will remain a minimum of 1 year in each step. While advancement from one step to another is primarily based on a minimum length of service, it shall not be automatic as the employee's performance must have met the requirements of the Department.
- 17.05 Direct deposit will be mandatory for all employees covered by this Agreement.

### **Gainshare**

- 17.06 Gainsharing or incentive programs, such as Goal-share, either global or targeted to specific areas, may be implemented by the Company, however, such gain sharing program will be discussed with the Association in advance of being implemented.

Note: It is the intention of the parties following ratification of the memorandum of settlement to attempt to jointly develop incentive compensation arrangement(s) to be effective for the year 2010 program year. For each of the program years 2010, 2011 and 2012, the incentive compensation awards will be limited to a maximum 5% of the gross earnings of employees for a program year. Lump sum payout associated with Gainshare objectives will be based on a 60% Company/40% Employee ratio. The gain sharing will be based on measurable goals and the lump sum payments will be subject to the Pension Plan.

All objectives, gain or goal, will be tied to Corporate Objectives. Both Corporate and Bargaining Unit objectives must be met in order for any payment to be triggered.

## **ARTICLE 18**

### **LOSS OF WAGES IN EMERGENT SITUATIONS**

- 18.01 All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day, provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

- 18.01.01 With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that such employees will be given the opportunity to work additional hours at straight-time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.
- 18.01.02 The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snowstorm.

## **ARTICLE 19**

### **LEAVE OF ABSENCE ACCOUNT ASSOCIATION BUSINESS**

- 19.01 Authorized Association representatives will be granted leave of absence without pay for Association business. Such leave of absence will only be granted when it will not interfere with the requirements of the service, and such leave will not be unreasonably withheld.
- 19.02 When practicable, the Company will make schedule accommodations to permit Union Representatives to recuperate lost earnings, which have resulted from their attendance at functions authorized by the CPPA Executive.

## **ARTICLE 20**

### **NOTICE BOARDS**

- 20.01 Where notice boards are available they may, upon authorization of the proper Company officer, be used by the Association for the posting of notices.

## **ARTICLE 21**

### **TRANSPORTATION IN THE EXERCISE OF SENIORITY**

- 21.01 At the discretion of the Company the employee may, as the results of exercising seniority within the Seniority District, be provided with free rail transportation for the movement of household effects.
- 21.02 At the discretion of the Company the employee may, as the results of exercising seniority outside the Seniority District, be provided with relocation expenses as outlined In Article 6, items 6.3 - 6.12 inclusive, of the Income Security Agreement, for the movement of

household effects.

### 21.03 One Person or Outside Points

21.03.01 At the discretion of the Company, employees posted to a One Person or Outside point, after January 1, 2003, may be required to relocate out of a One Person or Outside Point location for reasons pertaining to employee development or service quality. Employees required to relocate out of One Person or Outside Points under item 21.03 will be provided with 120 days written notice, which shall identify the position and location to which they are being relocated, when practicable. Under such circumstances, affected employees will be provided with relocation expenses as outlined in Article 6, items 6.2 - 6.12 inclusive, of the Income Security Agreement for the movement of household effects. At the discretion of the Company, employees may choose, in lieu of Article 6 benefits, a lump sum relocation benefit as follows:

#### Within the Region

- Homeowner: \$25,000.00
- Renter/Mobile Home Owner: \$14,000.00

#### Beyond the Region

- Homeowner: \$50,000.00
- Renter/Mobile Home Owner: \$29,000.00

Note: Employees will be required to pay back one-half of the lump sum relocation benefit if they voluntarily cease their employment relationship with the Company within two years of receiving the lump sum relocation benefit.

Note: employees required to relocate under the provisions of item 21.03 will be entitled to the following:

Equity Protection: Subject to the conditions outlined in Company Policy 8801, the Company protects the employee from a loss in equity where the original purchase price for the property exceeds the Plan price or Sale price.

21.03.02 The resultant vacancy created at the One Person point or an Outside will first be filled by way of a jointly developed Competition Process, intended to identify a suitable replacement candidate.

21.03.03 Employees relocating to a One Person Point or Outside point by way of the application of this Article will be entitled to the relocation benefits provided for in item 21.03.01.

21.03.04 Should the Competition process not yield a suitable candidate, the Company may hire externally to fill the vacancy.

21.03.05 In the application of items 21.03.02, 21.03.03 and 21.03.04 employees who are the successful candidate to the Competition Process will be provided with 120 days notice.

21.04 At the discretion of the Company, employees hired after January 1, 2010 may be transferred for development or service quality purposes during their first six (6) years of Cumulative Service. This will apply to transfers in and out of one person points, outside points as well as detachments.

Employees may only be forced to relocate once under the auspices of article 21.04. However, relocations as a result of Technological, Operational and Organizational changes (Article 1 of the ISA) are not counted for the purposes of Article 21.04.

Prior to forcing a newly hired employee to transfer, existing employees may declare their interest in being considered for such transfer. The Chief will have final determination on who will ultimately transfer based on jointly developed criteria.

Employees who are transferred to a new seniority district, will have their seniority dovetailed within the new seniority list. Employees transferred will be entitled to the relocation benefits outlined in Article 3.7 of the Income Security Agreement.

For the transfer of employees out of one person points and outside points for service quality issues, this clause will not take effect until such time as the Parties meet to discuss and agree on the criteria which will govern.

## **ARTICLE 22**

### **TRANSPORTATION WHILE ON DUTY**

22.01 An employee required by the Company to move from one location to another during his tour of duty shall, where necessary, be provided transportation, such mode of transportation to be at the discretion of the Company.

22.02

#### **Use of Private Automobile**

Where an automobile mileage allowance is paid:

- Effective January 1st , 2010 increase the automobile mileage allowance to \$0.33/km.
- Effective January 1st , 2011 increase the automobile mileage allowance to \$0.35/km.

**ARTICLE 23**  
**UNIFORMS AND EQUIPMENT**

23.01 Employees covered by this agreement shall be provided with uniforms and equipment in accordance with departmental regulations. Such uniforms or equipment lost or stolen in the course of duty shall be replaced as soon as practicable at the expense of the Company except in cases of employees' negligence.

23.02 Uniform jacket, coat and wool sweater will be cleaned by the Department up to three times a year, except when unduly soiled as a result of a particular assignment they will be cleaned upon request. The employee will make arrangements for such cleaning with the appropriate Company Officer who will designate the cleaning establishment to be used and who will provide the necessary voucher to cover the cost.

23.03 All uniform and equipment listed will be issued on an as required basis.  
List Covering Uniform and Equipment Issues:

Entry into Service

1 pair boots, steel toe	4 shirts	
1 holster	1 scarf	
1 pair dress shoes	2 ties	1 handgun
1 summer cap (Forage cap)	1 reversible rain coat	
1 winter cap (fur or cloth)	1 pair of gloves	
1 reversible cap cover (rain cover)	1 sweater	
1 duty belt	2 name tags	
1 Velcro inner belt	1 pair of mitts	
1 magazine holder	1 notebook	
1 handcuff pouch	1 notebook cover	
1 set of handcuffs	1 body armour	
1 OC spray holder	1 body armour cover	
1 OC spray	1 pair ceremonial dress pants	
1 baton	1 dress ceremonial tunic	
1 cap badge	1 pair white gloves	
1 plainclothes badge and wallet	1 set collar dogs	
1 belt badge with carrier	2 tie pins	
1 flashlight	1 hard hat	
1 flashlight holder	1 pair safety glasses	
1 patrol jacket	3 pairs of cargo pants	

Additional equipment will be issued as required. Also to be made available where and as required (not an individual issue): ski-doo suits and leg rain gear. Where shirts or equipment is damaged in the performance of duties, it will be replaced as required.

**ARTICLE 24**  
**COURT DUTY**

- 24.01 Employees required by the Company to attend court or other public investigation shall be paid schedule rates for time lost and shall be reimbursed actual reasonable expenses when away from home. In such cases the witness fees shall go to the Company.
- 24.02 Employees required to attend court or other public investigations, whose assigned shift(s) are not compatible with their required attendance may by written mutual agreement have their shift(s) changed to accommodate such appearance.
- 24.03 The Company shall provide transportation for its' employees when they are required to attend court or other public investigation(s).

**ARTICLE 25**  
**AUTHORIZED REPRESENTATIVES**

- 25.01 For the carrying out of this agreement the Company will deal only with duly authorized representatives of the Association. At the beginning of each year the President of the Association will furnish the Chief of the Department with the names of the representatives authorized to deal with such matters in their respective territories.

**ARTICLE 26**  
**DEDUCTION OF UNION DUES.**

- 26.01 The Railways shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the appropriate organization, subject to the conditions and exceptions set forth hereunder.
- 26.02 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the appropriate organization which is signatory to the agreement covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the applicable agreement, excepting to conform with a change in the amount of regular dues of the appropriate organization in accordance with its constitutional provisions. The provisions of this Article shall be applicable to each individual organization on receipt by the Railway concerned of notice in writing from such organization of the amount of regular monthly dues.

- 26.03 Employees filling positions of a supervisory or confidential nature not subject to all the rules of the applicable agreement as may be mutually agreed between the designated officers of the individual Railway and of the organization concerned shall be excepted from dues deduction.
- 26.04 Membership in any of the organizations signatory hereto shall be available to any employee eligible under the constitution of the applicable organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Local Lodge or Division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 26.05 Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.
- 26.06 If the wages of an employee payable on the payroll which contains the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railways in such month. The Railways shall not, because the employee did not have sufficient wages payable to him/her/hers on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 26.07 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.
- 26.08 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Railways, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 26.09 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the railways to the officer or officers of the organization concerned, as may be mutually agreed by the Railways and the applicable organization, not later than forty calendar days following the pay period in which the deductions are made.
- 26.10 The Railways shall not be responsible financially or otherwise, either to the organization or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts



payable to the designated officer or officers of the organization.

- 26.11 The question of what, if any, compensation shall be paid the Railways by the organizations signatory hereto in recognition of services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.
- 26.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railways all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the organizations or any of them counsel fees are incurred these shall be borne by the organization or organizations so requesting. Save as aforesaid the organizations, jointly and severally, shall indemnify and save harmless the Railways and each of them from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

#### **ARTICLE 27**

##### **LIFE INSURANCE UPON RETIREMENT**

- 27.01 An employee who retires from the service of the Company subsequent to January 1, 1991 will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$5,000 life insurance policy, \$7,000 effective January 1, 2004, fully paid up by the Company.

#### **ARTICLE 28**

##### **DENTAL PLAN**

- 28.01 The Dental Plan, shall be that plan which was established by the Dental Plan Agreement dated December 10, 1985, as revised, amended or superseded, between certain Canadian Railways and their non-operating employees represented by the Associated Non-Operating Railway Unions, to which the Company and the Union are signatories.

**ARTICLE 29**  
**EXTENDED HEALTH AND VISION CARE PLAN**

29.01 The Extended Health and Vision Care Plan, shall be that plan dated December 10, 1985, as revised, amended or superseded, between certain Canadian Railways and their non-operating employees represented by the Associated Non-Operating Railway Unions, to which the Company and the Union are signatories.

**ARTICLE 30**  
**TRANSLATION AND PRINTING OF AGREEMENTS**

30.01 The Company will undertake to translate the Collective Agreement into French. If, in respect of any clause of this agreement there is a dispute concerning a difference in meaning between the French text and the English text, the version set out in the English text will prevail.

30.02 The Company will undertake the responsibility for the printing of collective agreements between the signatories hereto as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

**ARTICLE 31**  
**LEGAL REPRESENTATION**

31.01 In the event a Constable is the subject of civil or criminal investigation, not contemplated under Article 10 of the Collective Agreement, solely as a result of an incident arising in the performance of his/her duty, the following will apply:

- i) Should the employee select Counsel representation from the jointly established, pre-approved list, the Company will make the necessary arrangements.
- ii) Should the employee select Counsel representation that is not named on the jointly established, pre-approved list, the employee will make the necessary arrangements and the Company will cover associated expenses to the maximum jointly established fee schedule..

**ARTICLE 32**  
**ASSESSMENTS**

- 32.01 As part of the Employee Performance Development Process, employees will participate in an annual assessment that shall be one of the determining factors in establishing:
- i) Qualification
  - ii) Merit for Promotion
  - iii) Training needs
- 32.02 The annual assessment will be performed in accordance with the jointly established "Employee Performance Development Process" standards.
- 32.03 The employee's immediate Supervisor will participate in the annual assessment.
- 32.04 The results of the assessment shall be made known to the employees concerned annually. Any employee who feels aggrieved by the results of such assessment may file a grievance in accordance with the grievance procedure.

**ARTICLE 33**  
**INSPECTION OF PERSONAL FILE**

- 33.01 Employees may inspect and/or receive copies of their personal files in accordance with the terms and conditions outlined in Canadian Pacific's Policy concerning the Privacy of Information. A copy of this policy is available upon request from the immediate Supervisor.
- 33.02 Upon a formal request in writing from the Union, the Company will provide one designated Representative of the Union with a list of employees governed by this Collective Agreement, which shall include the employee's home address and telephone number. This information shall be provided once per year, for the purposes of conducting Union business, unless circumstances warrant otherwise.

**ARTICLE 34**  
**TRAINING**

- 34.01 Employees directed to attend a required training program will be compensated 8 hours at the basic rate of pay for each day spent in training.
- 34.02 An employee attending a training program consisting of 5, 8 hour training sessions (40 hours) in a calendar week, who would otherwise have been scheduled to perform service on 4, 12 hour tours of duty (48 hours) in such calendar week, shall not lose the

compensation (difference of 8 hours) that they would otherwise be entitled to receive.

34.03 Employees directed to attend a required training program at away from home locations will be paid reasonable expenses incurred for lodging, meals and transportation in accordance with departmental policy. Where possible, employees shall not be required to share lodging facilities, however, it is recognized that lodging facilities at some training programs require the sharing of facilities.

34.04 Employees directed to attend a required training program at away from home locations shall not be entitled to compensation for time spent in travelling to and from such training location. When employees are required to travel on their rest day, for Company mandated training, they will be compensated eight hours at their straight time rate of pay.

It is understood that this time will be part of the averaging period.

34.05

#### **Counselling Sessions**

Employees may be subjected to a Counselling Session, conducted by their immediate Supervisor, or the designated Company Manager. Counselling Sessions are an educational tool aimed at improving work performance and/or attendance and are not a disciplinary handling. A record of the Counselling Session will be placed on the employee's file and a copy of same given to the employee.

This record on file does not constitute discipline but does establish that the incident and a Counselling Session took place. The fact that the incident occurred and a Counselling session was completed may be referenced by the Company in the future and may be used in determining if/when a formal hearing is required and in determining the appropriate disciplinary response, should repeat offences occur within one year of the Counselling Session.

The existence of the Counselling Session record on the employee's file shall not be used at Arbitration by either party if repeat offences do not take place within one year.

### **ARTICLE 35**

#### **HUMANRIGHTS**

35.01 The Company and the Association agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, nation or ethnic origin, color, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

- 35.02 Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it is reasonably ought to have been known that the behavior was unwelcome or inappropriate in the workplace.
- 35.03 Harassment may take many forms, including: threats, intimidation, verbal abuse, unwelcome remarks, innuendo, offensive and inappropriate material, hate literature, offensive jokes.
- 35.04 Sexual harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation or might be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.
- 35.05 Sexual harassment may include but is not limited to: suggestive remarks, jokes, innuendos or taunting in a sexual context; unwarranted touching; leering; compromising invitations; displaying of pornographic or other offensive or derogatory pictures or material of a sexual nature; sexually degrading words used to describe a person or a group; derogatory or degrading words regarding gender or sexual orientation, or directed towards members of one sex or one's sexual orientation; sexual assault.
- 35.06 The Company and the Association recognize that harassment or sexual harassment is unacceptable behavior and will not be tolerated in the workplace. The Company has a Discrimination and Harassment Policy. Employees with questions may contact the Director, Employee Relations. Collect calls will be accepted.

### **Informal Handling of a Complaint**

- 35.07 When agreed to by the complainant, the Association Human Rights Representative will be afforded the opportunity to resolve a harassment or discrimination complaint informally without a formal investigation as outlined in Article 10. In such cases, the procedures set out below will be followed:
- a) The Association Human Rights Representative shall establish a confidential file concerning the complaint.
  - b) All facts and files gathered relating to the harassment and/or discrimination complaint shall be considered strictly confidential and will be protected in a safe and private place.
  - c) The outcome of this informal handling shall be communicated to the complainant and the appropriate Company officer.
  - d) If the complainant is satisfied with the resolution, the case will be closed and not further action will be taken.

- e) If the complainant is not satisfied with the resolution, the appropriate Company officer may require that other recourse be taken. Such recourse may include, but is not limited to, an investigation of the complaint in accordance with Article 10 of the Collective Agreement. Alternatively, where appropriate, other recourse such as counseling, training or mediation may be considered.

The complainant may at any time decide to withdraw from the informal handling process and file a complaint under the Company's Discrimination and Harassment (including Sexual Harassment) Policy and Procedure.

### **Investigation**

35.08 Should a formal investigation proceed under Article 10 of the Collective Agreement, the duly authorized representative (District Representative) shall be advised of the Company's intent to conduct a confidential investigation with respect to an alleged harassment complaint. In addition, the duly authorized representative (District Representative) shall be advised of the final outcome of said investigation.

35.09 In investigations involving an allegation of harassment, Article 10 is modified as follows:

Replace Article 10.02 with the following:

An employee is to be given a minimum advance notice of 7 calendar days of an investigation. Such notice shall be in writing. At the request of the District Representative or Company Officer and upon concurrence, the advance notice of 7 calendar days may be reduced. In the case of an investigation being conducted as a result of an allegation of harassment, the Human Rights Representative shall be the only duly authorized representative present at any and/or all statements taken in the course of such investigation. (District Representative to be advised).

All known existing evidence to be used in the investigation, such as copies of statements, stenographic reports, and all other evidence taken shall be furnished to the employee and the Association Human Rights Representative at the commencement of the statement.

In order to maintain the strictest of confidentiality, all known evidence used in the investigation, including, but not limited to: copies of statements, stenographic reports and all other evidence shall be returned to the Investigating Officer upon the completion or adjournment of the taking of the statement, until such time, if any, that discipline is issued against the employee(s) being investigated.

At such time as any discipline, if any, is assessed, upon request, all evidence used in the investigation, including, but not limited to: copies of statements, stenographic reports and all other evidence shall be furnished to the Association President for the express

purpose of the Association's required consideration in regard to the possible processing of a grievance on behalf of the employee(s) so disciplined, at Step 2 of the grievance procedure. (District Representative to be advised).

**ARTICLE 36**  
**SERGEANTS**

- 36.01 Sergeant position(s) that the Company require to be filled shall be bulletined by location/district.
- 36.02 Applicants to a Sergeant position currently located at an outside point on a district will be considered. Should an applicant from an outside point on a district be selected, relocation benefits may not be available. However, free rail transportation for the movement of household effects will be available per Article 21 of the Collective Agreement.
- 36.03 A selection committee/review board panel will be created consisting of Department Managers, Human Resources Specialist and a designated member of the CPPA. The committee will establish selection criteria, qualifications and conduct interviews for potential Sergeant candidates. Interviews may be conducted through conference call.
- 36.04 The selection committee/review board panel will forward a list of candidate with their recommendations to the Chief.
- 36.05 The Chief of Police will review candidate list, and appoint successful applicants in given locations. The Chief's decision will not be subject to appeal/grievance.
- Note: If there is only one suitable candidate, the Chief of Police may appoint that person to the position of Sergeant without the necessity of convening the selection committee/review panel process. Under such circumstances, the Chief of Police will notify the Association President of the appointment.
- 36.06 Employees appointed to Sergeant's positions would be subject to a 1-year probationary period. This probationary period may be extended by 3 months, provided that the employee is notified of such extension prior to the expiration of 11 months from date of appointment.
- 36.07 Should an employee be removed from a Sergeant's position, an employee may initiate an appeal through Article 11, Grievance and Arbitration of the Collective Agreement.
- 36.08 A new Sergeant Seniority list will not be established. The existing Seniority Districts outlined in Article 3.01 will remain, however, employees appointed to a Sergeant position

will have the Sergeant rank designation on the seniority list. Employees appointed to a Sergeant position will retain and accumulate Constable seniority.

- 36.09 Sergeants will not be assigned to conduct formal Disciplinary Hearings, however, this does not preclude assignment to conduct investigations with respect to disciplinary matters.
- 36.10 Sergeants may be assigned to administer the Informal Hearing process.
- 36.11 Relief Sergeant vacancies that the Department requires to be filled will be assigned by the Chief and will not be subject to appeal. Constables assigned to such vacancies will be compensated at the Sergeants rate of pay for Relief Sergeant service. Relief Sergeant vacancies will be open to all Constables and not limited to bulletin applicants. The Company will establish and communicate the selection criteria when it advertises relief Sergeant Positions.
- 36.12 Sergeants are required to:
- i) be "on-call" independent of detachment requirements for Supervisory administrative functions, and/or
  - ii) be "on-call" under emergency circumstances or when required to meet the demands of the Service for operational reasons.
- 36.13 Sergeants will be maintained on separate list for staff reduction purposes.
- 36.14 Sergeants may be assigned the exclusive use of a department vehicle. Department vehicles are assigned to employees based on availability and Detachment needs.
- 36.15 Sergeants may exercise their right to revert to a Constable in accordance with Article 4.04 and 4.05 of the Collective Agreement. Should an employee appointed to a Sergeant position wish to revert to a Constables position subsequent to the timeframe contemplated in Article 4.04; he/she may forward a request to the Chief for his/her consideration/approval.



**ARTICLE 37**  
**LOCAL RULES**

37.01 Rules necessary to meet local conditions and not inconsistent with the provisions of this Collective Agreement may be negotiated and made effective, subject in each case to the approval of the Chief of police and the Manager of Labour Relations, or his/her designate, and the President of the Association. Such rule must be documented in writing.

**ARTICLE 38**  
**DURATION**

38.01 This Collective Agreement, unless otherwise specified herein, will remain in effect until December 31, 2012, and thereafter, subject to 120 days notice in writing from either party to the agreement of its desire to revise, amend, or terminate it. Such notice may be served any time subsequent to August 31, 2012.

SIGNED at CALGARY this November 19th , 2009.

For Canadian Pacific:

(Signed) J. Bairaktaris  
Director  
Labour Relations

For the Canadian Pacific Police Association:

(Signed) C.E. Rutledge  
President  
Canadian Pacific Police Association

## APPENDIX 1

### Extract from Canada Labour Standards

#### Hours of Work

##### Sec. 6.

- (1) Where the nature of the work in an industrial establishment necessitates that the hours of work of certain employees be irregularly distributed with the result that the employees
  - (a) have no regularly scheduled daily or weekly hours of work, or
  - (b) have regularly scheduled hours that vary in number from time to time,the hours of work of each of those employees in a day and in a week may be calculated as an average for a period of two or more consecutive weeks.
- (2) The averaging period referred to in subsection (1) may be changed in accordance with these Regulations, but shall not exceed the number of weeks necessary to cover the period in which fluctuations in the hours of work of the employees take place.
- (3) Before averaging hours of work under subsection (1) or changing the number of weeks in the averaging period, the employer shall, at least 30 days before the date on which the averaging takes effect,
  - a) post a notice of intention to average hours of work or change the number of weeks in the averaging period, containing the information set out in Schedule IV; and
  - b) provide a copy of the notice to the regional director and every trade union representing any affected employees who are subject to a collective agreement
- (4) Where averaging of hours of work is in effect, the employer shall post a notice containing the information set out in Schedule IV.
- (5) Where the parties to a collective agreement have agreed in writing to average the hours of work of employees or to change the averaging period and the written agreement is dated and contains the information set out in Schedule IV, the employer need not satisfy the requirements of subsections (3) and (4).
- (6) Where the hours of work of employees are calculated as an average pursuant to subsection (1),
  - (a) the standard hours of work of an employee shall be 40 times the number of weeks in the averaging period;
  - (b) the maximum hours of work of an employee shall not exceed 48 times the number of weeks in the averaging period; and
  - (c) the overtime rate established pursuant to section 174 of the Act shall be paid for

all hours worked in excess of the standard hours of work referred to in paragraph (a), excluding those hours for which a rate of at least one and one-half times the regular rate of wages has been paid prior to the end of the averaging period.

- 7) Subject to subsection (8), the standard hours of work and the maximum hours of work calculated in accordance with subsection (6) shall be reduced by eight hours for every day during the averaging period that, for an employee, is a day
- (a) of bereavement leave with pay;
  - (b) of annual vacation with pay;
  - (c) of leave of absence with pay under subsection 205(2) of the Act;
  - (b) of general or other holiday with pay; or
  - (c) that is normally a working day in respect of which the employee is not entitled to regular wages
- (8) The standard hours of work and the maximum hours of work calculated in accordance with subsection (6) shall not be reduced by more than 40 hours for any week that, for an employee, is a week
- 1 of annual vacation with pay;
  - 2 of leave of absence with pay under subsection 205(2) of the Act; or
  - 3 that is normally a working week in respect of which the employee is not entitled to regular wages.
- (9) The standard hours of work and the maximum hours of work calculated in accordance with subsection (6) shall be reduced by 40 hours for every period of seven consecutive days, in the averaging period, during which an employee is not entitled to regular wages.
- (10) Where an employee whose hours of work are averaged pursuant to subsection (1) terminates the employee's employment during the averaging period, the employer shall pay the employee's regular rate of wages for the actual hours worked during the completed part of the averaging period.
- (11) Where, during the averaging period, an employer lays off or terminates the employment of an employee whose hours of work are averaged pursuant to subsection (1), the employer shall pay the employee at the overtime rate of wages established under section 174 of the Act for any hours worked, but not previously paid, in excess of 40 times the number of weeks in the completed part of the averaging period.
- (12) An employer who has adopted an averaging period under subsection (1) shall not alter the number of weeks in the averaging period or cease to calculate the average hours of work of employees unless the employer has, at least 30 days before making either change,
- (a) posted a notice of the change; and

(b) provided a copy of the notice to the regional director and every trade union representing any affected employees who are subject to a collective agreement.

(13) Where, before the end of an averaging period, an employer alters the number of weeks in the averaging period applicable to employees or ceases to calculate the average hours of work of employees, the employer shall pay those employees, at the overtime rate established pursuant to section 174 of the Act, for any hours worked in excess of 40 times the number of weeks in the completed part of the averaging period.

(SOR/91-461, s. 6; SOR/94-668, s. 3)

### **Exemptions from overtime pay provisions**

#### **Sec. 7.**

Notwithstanding the requirements of these Regulations, section 174 of the Act does not apply in circumstances where there is an established work practice that (SOR/91-461,s. 7.)

- 1 requires or permits an employee to work in excess of standard hours for the purposes of changing shifts;
- 2 permits an employee to exercise seniority rights to work in excess of standard hours pursuant to a collective agreement; or
- 3 permits an employee to work in excess of standard hours as the result of his exchanging a shift with another employee.

## APPENDIX 2

Letter dated July 5, 1985, concerning private sleeping accommodations at away-from-home locations

Department of Investigation  
Suite 253, Windsor Station  
P.O. Box 6042, Station "A"  
Montreal, Quebec H3C 3E4  
(514) 395-6945 Telex: 055-60643

Canadian Pacific

MONTREAL, July 5, 1985

Letter of Commitment

The Department agrees that, where practical and at a location designated by the Company, members of the Bargaining Unit will be provided with private sleeping accommodations when required to lay over at away-from-home locations.

During such lay over periods, Bargaining Unit members will be entitled to make one long-distance telephone call to their residence for each forty-eight hour period of lay over, as follows:

- (a) At locations where Company Inter-City line facilities are available same will be utilized and the call will not exceed ten minute duration.
- (b) At locations where only private telephone company facilities are available, same will be utilized and the call will not exceed five minute duration. In cases of this nature, the officer in charge at that location is to be advised when the call was made.

(Sgd.) James M. Mickel  
Chief, Department of Investigation

### APPENDIX 3

Letter dated July 5, 1985, concerning the selection of holidays

Department of Investigation  
Suite 253, Windsor Station  
P.O. Box 6042, Station "A"  
Montreal, Quebec H3C 3E4  
(514) 395-6945 Telex: 055-60643

Canadian Pacific

MONTREAL, July 5, 1985

Letter of Commitment

The Department agrees that during the Holiday List Open Period (November 10th to February 15th, yearly) the Association District Representative or Local Representative will be responsible for the Holiday List and employees failing to select holidays within the time limits established by the Police Association will be dropped to the end of the selection list.

We further agree that, should openings occur during the Holiday Period, the Department will advise the District Representative as soon as possible of such openings, The District Representative will then canvass the membership in order of seniority to fill the vacancy and advise the Officer concerned of the successful candidate substitution.

The Department accepts no responsibility for the actions of the Association District Representative or Local Representative while handling the Holiday List and grievances flowing from such action will not be entertained by the Company.

(Sgd.) James M. Mickel  
Chief, Department of Investigation

**APPENDIX 4**

Letter dated September 15, 1999 concerning  
reporting for duty and ending duty

CALGARY, September 15, 1999

Mr. M.Z. Lewicki  
President, CPPA  
40 Theodore Drive  
Mississauga, Ontario  
L5M 1E4

Dear Sir:

This is in regards to our discussions with respect to the current practice of employees reporting for duty and ending duty at detachment headquarters.

Concern was expressed that in some circumstances this practice served to cause a significant loss of productivity. In this regard, it was agreed that subject to the approval of the District Inspector, employees will no longer be required to report for duty or end their tour of duty at the Detachment headquarters, but rather proceed directly to or from their assigned patrol or duties from their place of residence.

Yours truly,

(Sgd.) William G. Moody  
Chief

## APPENDIX 5

Letter dated December 22, 1992, concerning Competitive Services

MONTREAL, December 22, 1992

Mr. M.J. Doucette  
President  
Canadian Pacific Police Association  
601 Duncan Drive  
Greenfield Park, Quebec  
J4V 1E6

Dear Mr. Doucette:   **Subject: Competitive Services**

In the current round of negotiations, the Company served a demand upon the Unions concerning the establishment of a Competitive Services Rule. In resolution of this item the parties agreed as follows:

This will confirm our understanding whereas the parties agree that discussions to improve the competitive position of the Company should be undertaken, it is agreed as follows:

- (i) Where the Company believes that the relaxation, revision or elimination of provisions in a collective agreement are required in order for the Company to attract or retain business in the intermodal, multimodal, unit train, solid train or dedicated train service business segments, the Company may serve a notice to this effect on the General Chairman concerned giving full details of the proposed change, the necessity for such change and indicating how the change will allow the Company to secure, attract or retain business, as well as the nature of the possible adverse effects on employment and on the Company generally should the change not take place.
- (ii) In its notice the Company will specify which working conditions, work rules or pay rules it determines must be relaxed, revised or eliminated in order to meet such competition.
- (iii) The parties will meet to negotiate the Company's notice within 21 calendar days of its issuance, unless otherwise mutually agreeable.



If you are in accord with the above, would you please so indicate below.

Yours truly,

(Sgd)S. J. Samosinski  
Manager, Labour Relations

I CONCUR:

(Sgd) M. J. Doucette  
President, CPPA

**APPENDIX 6**

Letter dated September 15, 1999,  
concerning assignment of duties is deleted

## APPENDIX 7

Letter dated December 9, 1999, concerning  
equalization of pay cheques

CALGARY, December 9, 1999

Mr. M.Z. Lewicki  
President, CPPA  
40 Theodore Drive  
Mississauga, Ontario  
L5M 1E4

Dear Sir:

This has reference to discussions with respect to the equalization of pay cheques for employees.

The Association raised concerns that employees working various shifts of eight, ten or twelve-hour shifts on occasion work less than 80 hours in a pay period due to shift scheduling. The irregular earnings resulting from such scheduling can cause difficulties for the employees concerned. In recognition of this fact, the Company agreed to equalize the pay for employees to ensure that employees working full time are compensated for 80 straight-time hours in each pay period. Lost time and overtime will be taken into account in the normal manner.

Finally, it is understood that as a result of equalizing pay in the foregoing manner, the Company's payroll costs for the employees concerned will remain unchanged on an annual basis.

Yours truly,

(Sgd.) L.S. Wormsbecker  
Manager, Labour Relations

I CONCUR: (Sgd.) M.Z. Lewicki  
President, CPPA

## APPENDIX 8

### Modifications to Articles 12 and 13 concerning 10 and 12-Hour Shifts

#### 10 HOUR SHIFTS

##### ARTICLE 12.03.03

Must be entitled to wages for at least ten shifts or tours of duty during the thirty calendar days immediately preceding the general holiday. (This clause does not apply to an employee who is required to work on a holiday.)

Note: Provided that an employee is available for work on a general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalisation, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in the determining 10 shifts or tours of duty referred to in this Clause 12.03.03.

##### ARTICLE 13

Annual vacations for employees covered by 10 Hour shifts will be calculated through the following conversion:

- (a) 5 days 40 hours vacation divided by 10 hours = 4 days
- (b) 10 days 80 hours vacation divided by 12 hours = 8 days
- (c) 15 days 120 hours vacation divided by 12 hours = 12 days
- (d) 20 days 160 hours vacation divided by 12 hours = 16 days
- (e) 25 days 200 hours vacation divided by 12 hours = 20 days
- (f) 30 days 240 hours vacation divided by 12 hours = 24 days

#### 12 HOUR SHIFTS

##### ARTICLE 12.03.03

Must be entitled to wages for at least eight shifts or tours of duty during the thirty calendar days immediately preceding the general holiday. (This clause does not apply to an employee who is required to work on a holiday.)

Note: Provided that an employee is available for work on a general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalisation, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in the determining 8 shifts or tours of duty referred to in this Clause 12.03.03.

## ARTICLE 13

Annual vacations for employees covered by 12 Hour shifts will be calculated through the following conversion:

- (a) 5 days 40 hours vacation divided by 12 hours = 3.33 days
- (b) 10 days 80 hours vacation divided by 12 hours = 6.67 days
- (c) 15 days 120 hours vacation divided by 12 hours = 10 days
- (d) 20 days 160 hours vacation divided by 12 hours = 13.33 days
- (e) 25 days 200 hours vacation divided by 12 hours = 16.67 days
- (f) 30 days 240 hours vacation divided by 12 hours = 20 days

Under this calculation the employee in class (a) will be entitled to 3.33 days vacation and employees in class (d) will be entitled to 13.33 days vacation and shall be paid twelve hours' pay at straight time rate of his regular assignment. Should the employee wish to round out his vacation to 4 or 14 days respectively, he will be paid twelve hours' pay at straight time rate for the rounded out day. The employee would then owe the Company 8 hours work at straight time rate and will be required to work eight hours without receiving pay as required by the Company.

Employees in class (a) and (d) who do not wish to take a one third day's annual vacation may elect in writing to be paid four hours at straight time rate in lieu of such one third day's annual vacation. Employees in class (b) and (e) will be required to take the two thirds day's annual vacation rounded out to a full 12 hour day and will owe the Company 4 hours work at straight time rate and will be required to work 4 hours without receiving pay.

Employees owing the Company annual vacation time may elect in writing to work on a *General Holiday* at a rate equal to half times his regular rate of wages for the actual hours owing the Company for annual vacation time.

Employees in class (b) and (e) will be given the same consideration to round out vacation days and would therefore owe the Company 4 hours work at straight time rate and will be required to work four hours without receiving pay as required by the Company.

Should an employee have been unable to work the require time owing the Company for round out vacation time prior to November 15th, each year, a straight time rate deduction for the hours owing will be taken from his wages on Pay Period 26.

## 10 & 12 HOUR SHIFTS

### ARTICLE 13.01

#### ANNUAL VACATION

An employee who, at the beginning of the calendar year, is not entitled to vacation under Article 13.02 shall be entitled to one working day's vacation with pay for each twenty-five days' (200 hours at straight time rate) cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of ten working days (80 hours) until qualifying for additional vacation under Article 13.02.

### ARTICLE 13.02

Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days (6,000 hours at straight time rate) of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's (8 hours) vacation with pay for each 16-2/3 days (133-1/3 hours) of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days (120 hours); in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.03.

NOTE (1): An employee covered by Article 13.02 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he achieves 1,000 days (8,000 hours at straight time rate) of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.01. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

### ARTICLE 13.03

Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 2,500 days (20,000 hours at straight time rate) of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's (8 hours) vacation with pay for each 12-1/2 days (100 hours) of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days (160 hours); in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.04.

NOTE (2): An employee covered by Article 13.03 will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he achieves 2,750 days (22,000 hours at straight time rate) of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.02. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

### ARTICLE 13.04

b) Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 18 years and has completed at least 4,500 days (36,000 hours at straight time rate) of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's (8 hours) vacation with pay for each 10 days (80 hours) of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days (200 hours); in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.05.

NOTE (3) An employee covered by Article 13.04 (b) will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent service anniversary date he achieves 4,750 days (38,000 hours at straight time rate) of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.03. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

#### ARTICLE 13.05

Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days (56,000 hours at straight time rate) of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's (8 hours) vacation with pay for each 8-1/3 days (66-2/3 hours) of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days (240 hours).

NOTE (4): An employee covered by Article 13.05 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he achieves 7,250 days (58,000 hours at straight time rate) of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.04. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

#### ARTICLE 13.09

Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year for an employee working an eight hour day, and not exceeding a total of 80 days in any calendar year for an employee working a 10 hour day, and not exceeding a total of 67 days in any calendar year for an employee working a twelve hour day, shall be included in the computation of service in that year for vacation purposes.

#### ARTICLE 13.18

A years of service is defined as 200 days (2,000 hours at straight time rate) of cumulative compensated service for an employee working a 10 hour day schedule, and a years of service is defined as 166.67 days (2,000 hours at straight time rate) of cumulative compensated service for an employee working a 12 hour day schedule.



**APPENDIX 9**

Letter dated May 15, 1995, concerning  
CCS for employees on leave of absence for Association Business

MONTREAL, May 15, 1995

Mr. F. Dubuc  
President  
Canadian Pacific Police Association  
1237 Vallee  
Chambly, Quebec  
J3L 5K4

Dear Sir:

This has reference to the Association's demand to deem all services rendered as full time union officers to be cumulative compensated service.

The Company has agreed to provide the employees on leave of absence for Association business with full credit of cumulative compensated service for annual vacation purposes only.

If you are in accordance with the above, would you please so indicate below.

Yours truly,

(Sgd.) L.S. Wormsbecker  
Manager, Labour Relations

I Concur:

(Sgd.) F. Dubuc  
President, CPPA

**APPENDIX 10**

Letter dated September 15, 1999, concerning  
sick leave benefits

CALGARY, September 15, 1999

Mr. M.Z. Lewicki  
President, CPPA  
40 Theodore Drive  
Mississauga, Ontario  
L5M 1E4

Dear Sir:

This is in regards to our discussions during negotiations and the Association's request for improvements be made to the current to sick leave benefit provisions.

It was agreed that employees who are unavailable for duty due to illness or injury, the following supplements to the WIB Plan will be made available:

For employees with 6 years of service and less than 10 years of service, the existing WIB benefit will be supplemented so that the employee will receive full pay for a period of up to 10 weeks.

For employees with 10 years of service and less than 20 years of service, the existing WIB benefit will be supplemented so that the employee will receive full pay for a period of up to 15 weeks.

For employees with 20 or more years of service the existing WIB benefit will be supplemented so that the employee will receive full pay for a period of up to 25 weeks.

Note: There will be no supplement during the first week of illness or injury unless the employee is hospitalized. Employees may request to use bank time during the first week.

The supplement identified above will be payable up to the maximum number of weeks identified above for weeks 2 to 15 and week 31 onwards.

A medical certificate from a recognized medical practitioner is to be submitted when continuous absence exceeds one week. A supervisor may request a medical certificate after a shorter period if he/she considers it necessary.

Any continuous sick leave in excess of one month is to be approved by the Medical Department. Medical Department approval of absence of shorter duration may be requested when a Supervisor considers the medical certificate referred to above unsatisfactory, or when the employee is unwilling to divulge the nature of his/her illness to his/her Supervisor.

The Company also agreed to add to each employee's bank, a one time credit 40 hours which may be utilized to cover lost wages due to illness/injury during periods not covered by the WIB Plan. The 40 hours referred to above will not count toward the 120 hour cap outlined in Article 6.18 of the existing Collective Agreement.

At such time as an employee has exhausted the 40 hour credit, future lost wages due to illness or injury not covered by the WIB Plan may be supplemented by time accumulated in an employee's bank.

In the event that the Company has concerns with respect to the use of this benefit, the parties will meet and agree to implement whatever changes are deemed to be necessary.

Yours truly,

(Sgd.) L.S. Wormsbecker

Manager, Labour Relations

I Concur: (Sgd.) M.Z. Lewicki  
President, CPPA

**APPENDIX 11**

Letter dated May 15, 1995, concerning  
recognition of Easter Sunday as a *General Holiday* in lieu of *Good Friday*

MONTREAL, May 15, 1995

Mr. F. Dubuc  
President  
Canadian Pacific Police Association  
1237 Vallee  
Chambly, Quebec  
J3L 5K4

Dear Mr. Dubuc:

This refers to the Association demand served on the Company during the current negotiations that Easter Sunday be recognized as a *General Holiday* in lieu of *Good Friday*.

During our discussions on this issue, it was determined that this issue was limited to employees located in the Province of Quebec. This will confirm the Company is prepared to recognize Easter Sunday as a *General Holiday* in lieu of *Good Friday* for employees in the Province of Quebec only. This arrangement will be for a trial period consisting of the life of the current contract.

In all other Provinces, *Good Friday* will remain as the recognized *General Holiday*.

If the foregoing is consistent with your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) L.S. Wormsbecker  
Manager, Labour Relations

I Concur:

(Sgd.) F. Dubuc  
President, CPPA

**APPENDIX 12**

Letter dated May 15, 1995, concerning  
use of banked time for time off

MONTREAL, May 15, 1995

Mr. F. Dubuc  
President  
Canadian Pacific Police Association  
1237 Vallee  
Chambly, Quebec  
J3L 5K4

Dear Mr. Dubuc:

During negotiations, the Association raised the concern that in some cases employees are not granted permission to use banked time for a day off in view of the fact that the Company may incur additional expenses as replacement personnel would be subject to overtime rates of pay.

It was agreed that in order to minimize such instances, and with a view to not increasing expenses to the Company, employees will be allowed to be absent from service, using banked time, provided that prior approval is received. Such approval shall not be withheld, provided that an employee is available to protect the assignment. In such cases, the employee requesting to use bank time be compensated at the straight time rate of pay for the tour of duty, but shall have their time bank reduced by the overtime equivalent number of hours. For example, an employee requesting to be relieved from a 12 hour shift shall have 18 hours deducted from their banked time. Of course, when the Company approves the request for time off and elects to blank the shift, the current practice of reducing the employee's time bank by 12 hours (with respect to employees assigned to 12 hour shifts) will continue.

If the foregoing is consistent with your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) L.S. Wormsbecker  
Manager, Labour Relations

I Concur:

(Sgd.) F. Dubuc  
President, CPPA

**APPENDIX 13**

Letter dated May 15, 1995, concerning waiting period for weekly indemnity  
with respect to employees working 12 hour shifts

MONTREAL, May 15, 1995

Mr. F. Dubuc  
President  
Canadian Pacific Police Association  
1237 Vallee  
Chambly, Quebec  
J3L 5K4

Dear Mr. Dubuc:

During negotiations, the Association raised concerns with respect to the 3 day waiting period required before an employee becomes eligible to receive benefits under the Weekly Indemnity Benefit Plan as it relates to employees working 12 hour shifts. In this regard, the Association requested that employees working 12 hour shifts not have their pay reduced during the period of such illness up to a maximum of 3 working days, which is the waiting period for weekly indemnity, provided that the Company is not put to additional expense. While the Company was not amenable to meet this request, the Company indicated willingness to address this concern for the term of the contract, in the following manner:

In the event that an employee assigned to 12 hour shifts is unable to report for service account illness, for a period of three consecutive scheduled work days, the employee will receive compensation for the third day of such illness, unless the employee is hospitalised and eligible to receive WIB benefits. In such cases the employee will be required to furnish a medical certificate attesting to the bona fides of the illness for the 3 day period.

Yours truly,

(Sgd.) L.S. Wormsbecker  
Manager, Labour Relations

**APPENDIX 14**  
Informal Hearing Process Forms

FORM A - FORMAL HEARING WAIVER

LOCATION:

DATE:

TO: SUPERINTENDENT

FROM:

I hereby waive my right to a formal disciplinary hearing and request that an Informal Hearing Interview be held to deal with the allegation(s) against me as set out in your Disciplinary Hearing Notice dated:

Date

I understand and agree that the conclusion(s) reached by the Company as a result of this process will be binding on me and is/are not subject to appeal.

Signed

Rank

**INFORMAL HEARING PROCESS**

**FORM B - SUMMARY OF INFORMAL HEARING INTERVIEW**

LOCATION:

HEARING DATE:

EMPLOYEE:

RANK:

OFFICER:

RANK:

ALLEGATION(S) (PROVIDE DETAIL(S) OF OFFENCE(S) GIVING RISE TO HEARING)

OFFICERS REMARKS

CONCLUSION (DISCIPLINE IMPOSED - IF ANY)

SIGNED:

RANK:

LOCATION:

DATE:



**APPENDIX 15**

Letter dated September 15, 1999 concerning  
"on call" requirements

CALGARY, September 15, 1999

Mr. M.Z. Lewicki  
President, CPPA  
40 Theodore Drive  
Mississauga, Ontario  
L5M 1E4

Dear Sir:

This is in regards to our discussions during negotiations concerning the requirement for employees to be available during off duty hours ("on call") to attend an occurrence or incident on behalf of the Company.

In this regard, a schedule will be produced at each detachment identifying the periods of time when each employee will be required to be "on call". Each detachment will develop a rotating on call list. Time spent by an employee called out and required to attend an occurrence or incident on behalf of the Company will be considered as time worked during the averaging period.

Employees assigned to positions at one man points will be relieved from the requirement to remain available "on call", the equivalent of one weekend of each month, or as per current arrangements (i.e. Windsor, Hamilton & London). During such period, an adjacent detachment will be assigned the "on call" duties for this period. Time spent by an employee called out and required to attend an occurrence or incident on behalf of the Company at a one man point will not be considered as time worked during the averaging period. Rather, on an annual basis, employees at one man points will be compensated with an additional 1 week of Annual Vacation leave for providing this service.

Yours truly,

(Sgd.) L.S. Wormsbecker

Manager, Labour Relations

I Concur: (Sgd.) M.Z. Lewicki  
President, CPPA

**APPENDIX 16**

Letter dated May 9, 2003, concerning  
Staff Reduction Process

Calgary, May 9<sup>th</sup>, 2003

Mr. T. Hubick  
President, Canadian Pacific Police Association  
P.O. Box 7000, Room 10  
150 Henry Street  
Winnipeg, Manitoba  
R3C 4E9

Dear Sir:

This pertains to our discussions during bargaining concerning the joint creation of a Staff Reduction Process.

In this regard, should permanent force reductions be implemented in the future, the Police Service Headquarters will determine the required number of reductions and the locations where the reductions will be implemented. All Constables employed on a Seniority District where reductions have been identified will be assessed, regardless of the date their last assessments were performed. Prior to conducting the assessment(s), a review of the application of Article 9 Transfer of Benefits of the Income Security Agreement will be made.

If required, the following guidelines for the selection process will then be utilized:

**SELECTION PROCESS:**

- Exam = Competence 50 points
- Jointly develop new exam designed to identify competency levels in a non-biased manner.
- Education = Initiative 10 points
- Review formal education as well as volunteer work and other activities that demonstrate leadership in the community.
- Seniority = Duration of Service 10 points
- >20 years = 10 pts
- 15-20 years = 5 pts
- 10-14 years = 3 pts
- <10 years = 2 pts
- Service = Quality of Service 20 points
- Factor into consideration both Discipline and Commendation
- Jointly develop a definition for "Quality of Service"
- Staff Reduction Assessment 10 points

The Constable(s) receiving the lowest total score at the location(s) where reductions have been identified will be abolished and will be eligible to receive applicable benefits contained in the Income Security Agreement. Where Constables are determined to have achieved an equal total score, seniority will be the determining factor. In the application of this provision, seniority will mean the earliest unbroken entry date into a position within the department.

Yours truly,

G.S. Seeney  
Manager, Labour Relations

**APPENDIX 17**

Letter dated May 9, 2003, concerning  
Special Investigations Unit is deleted

**APPENDIX 18**

Letter dated May 9, 2003, concerning  
Flex-benefit program is deleted

**APPENDIX 19**  
Letter dated May 9, 2003, concerning  
CPPA sponsored LTD Plan

Calgary, May 9<sup>th</sup>, 2003

Mr. T. Hubick  
President  
Canadian Pacific Police Association  
P.O. Box 7000, Room 10  
150 Henry Street  
Winnipeg, Manitoba  
R3C 4E9

Dear Sir:

This is in regard to our discussions during bargaining concerning the requirement to implement a Canadian Pacific Police Association (CPPA) sponsored Long Term Disability (LTD) Plan, to be effective no later than September 1, 2003.

This shall serve to confirm that the Canadian Pacific Police Association has committed to implement a CPPA sponsored Long Term Disability (LTD) Plan, to be effective no later than September 1, 2003. Concurrent with the establishment of an LTD Plan the Disability provision of the Pension Plan will be eliminated.

Elimination of the Pension Plan disability provision will reduce CPPA represented employee Pension contribution by 1.08%.

Yours truly,

S.J. Samosinski  
Director, Labour Relations

**APPENDIX 20**

Letter dated May 9, 2003, concerning  
Recall and examination re-write

Calgary, May 9<sup>th</sup>, 2003

Mr. T. Hubick  
President  
Canadian Pacific Police Association  
P.O. Box 7000, Room 10  
150 Henry Street  
Winnipeg, Manitoba  
R3C 4E9

Dear Sir:

This is in regard to our discussions during bargaining concerning the Associations request for a second re-write of the examination, in the application of new Article 5.06.04 (Recall). The Association expressed a concern that the initial examination failure may be attributed to difficulties associated with a written test.

This shall serve to confirm that the parties have agreed to meet during the closed period of this agreement to discuss the possibility of establishing a verbal examination for all, or the applicable (problematic) portion(s), of the examination when the Association demonstrates that the primary cause for failure was the written format of the examination.

Yours truly,

G.S. Seeney  
Manager, Labour Relations

**APPENDIX 21**

Letter dated May 9, 2003, concerning  
One Person & Outside Points Competition Process is deleted

## APPENDIX 22

Letter dated May 9, 2003 concerning On Call

Calgary, May 9<sup>th</sup>, 2003

Mr. T. Hubick  
President  
Canadian Pacific Police Association  
P.O. Box 7000, Room 10  
150 Henry Street  
Winnipeg, Manitoba  
R3C 4E9

Dear Sir:

This is in regard to our discussions during bargaining whereby you raised a concern that, at Main Detachments, employees would be required to be on Call during their days off.

This shall serve to confirm that the Company will not change, during the term of this agreement, the current application as outlined in Appendix 15 and in the On Call policy issued on May 30, 2000 which states:

" Any major detachment that cannot sustain 7/24 coverage will implement a rotating system of "On Call". Members assigned to take calls will do so during days that they are scheduled to work and will be designated as "On Call", 24 hours per day during these periods. Under normal circumstances members shall not be assigned to "On Call" during rest days, however, demands of the service will dictate."

For the purpose of this letter, "Demand of Service" means "Requirement of Service".

Furthermore, the parties agreed that:

- Sergeants will remain On Call 7/24 for administrative purposes.
- The application of Appendix 15 addresses One Person Points.
- Local Rules may be negotiated when required.
- Employees may be required to be On Call on their days off at Outside Points.

Yours truly,

S.J. Samosinski  
Director, Labour Relations



**APPENDIX 23**

Letter dated May 13, 2004, concerning  
closed period commitments is deleted

## APPENDIX 24

Letter dated May 20, 2004 concerning  
the application and compensation concerning "Operational on Call" is renewed  
for the period of January 1, 2010 to December 31, 2012

Calgary, May 20<sup>th</sup>, 2004

Mr. T. Hubick  
President  
Canadian Pacific Police Association  
P.O. Box 7000, Room 10  
150 Henry Street  
Winnipeg, Manitoba  
R3C 4E9

Dear Sir:

This is in regard to our discussions during bargaining regarding the application and compensation concerning Operational "On Call".

### Compensation

- As provided for in the May 9, 2003 Memorandum of Settlement, in recognition of changes made to the Benefit Plan, .5% of the 2005 general wage increase is to be diverted to the establishment of an Operational "On call" payment solely for those employees required to be operationally "On Call".
- Effective January 1, 2005, an amount of \$20,901.52 will be made available for Operational "On Call" payments as follows:
  - **Toronto** - \$ 2,612.69
  - **Windsor** - \$ 2,612.69
  - **London (including Hamilton & Sudbury)** - \$ 2,612.69
  - **Thunder Bay** - \$ 2,612.69
  - **Winnipeg** - \$ 2,612.69
  - **Saskatchewan** - \$ 2,612.69
  - **Calgary** - \$ 2,612.69
  - **Vancouver** - \$ 2,612.69
- Only employees required to remain operationally "On Call" at the aforementioned locations will be entitled to compensation for remaining
- "On Call".
- This shall not impact upon the requirement of any employee to remain operationally on call whether compensation is provided, or not, or whether the location compensation fund is exhausted.
- Operational "On Call" compensation shall consist of \$7.158 per day

Administration

- Only employees required to remain operationally "On call" at the eight identified locations shall be entitled to compensation for operational "On call"
- Operational "On Call" payments shall be made, on a location-by-location basis, until such time as the local operational "On Call" fund is exhausted. The exhaustion of the operational "On call" fund shall not affect an employee's requirement to remain operationally "On Call" when required.
- Any unused portion of the operational "On Call" fund shall be carried over, on a location-by-location basis, to the following year(s).
- Reporting and processing of operational "On Call" payments will be performed on a bi-weekly basis, coincident with Company established pay periods.
- A new code will be established in CPR's payroll system for the processing of operational "On Call" payments.
- The operational "On Call" payment fund, consisting of .5% of the general wage increase shall apply to future general wage increases, if so negotiated.
- In situations where operational "On Call" requirements result in the overlapping of days, only one operational "On Call" payment shall apply to the person directed to be "On Call", as posted on the duty roster. There shall be no duplicate payments.
- Local Rules, as provided for in Article 37, SHALL NOT apply to the administration or compensation of operational "On Call".

If the foregoing is consistent with your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) G.S. Seeney  
Manager, Labour Relations

I Concur:

(Sgd.) T. Hubick  
President, CPPA

**APPENDIX 25**

Letter dated January 12, 2006 concerning  
compensation for employees with specialized training is deleted

**APPENDIX 26**

Letter dated January 12, 2006 concerning  
the computation of annual vacation entitlement for new hired employees

Vancouver, January 12<sup>th</sup>, 2006

Mr. C.E. Rutledge  
President  
Canadian Pacific Police Association

Dear Sir:

This is in regard to our discussions during bargaining concerning the recognition of prior service of newly hired employees in the computation of annual vacation entitlement.

This shall serve to confirm that the Company and the Association agree that at the discretion of the Chief of Police, a newly hired employee with previous law enforcement experience may be provided with up to 10 years of service credit for the purpose of calculating annual vacation entitlement in accordance with the existing Company Policy governing non-union employees.

Yours truly,

E.J. MacIsaac  
Manager, Labour Relations

I Concur:

C.E. Rutledge  
President CPPA

**APPENDIX 27**

Letter dated January 12, 2006 concerning  
the implementation of a Flex-benefits program is deleted

**APPENDIX 28**

Letter dated January 12, 2006 concerning  
the establishment of annual fitness testing is deleted

## APPENDIX 29

### Letter dated November 19, 2009 concerning Job Rates and Starting Rates

Mr. Clark Rutledge  
22-1240 Westview Terrace  
Oakville, Ontario  
L6M 3M4

CALGARY, November 19th, 2009

Clark,

This is further to our discussion regarding the ability of the Company to quickly respond to market conditions with respect to the attraction and retention of employees.

The Company recognizes that there will be times when local economic conditions make it more difficult to attract and retain employees for periods of time. When this occurs it becomes harder to staff to proper levels. It is in the interest of all to react to such situations as they arise. Inasmuch as any such arrangement will result in increased costs to the Company it will only be used as required.

In this regard, effective on January 1st, 2010, the Company may, at its discretion, modify hourly starting rates beyond the Collective Agreement provisions at a specific locations selected by the Company and for durations determined by the Company.

Starting rates at a specific location may be modified, in whole or in part, for certain job classifications (i.e. Constable, Probationary or Relief Sergeant, Sergeant) as determined by the Company. The Company will inform the President of the CPPA in writing when such a change is being undertaken. Union consent, however, is not required to modify starting rates on this basis.

The Company agrees that, when enacted, modified starting rates at the affected office will not be decreased for a minimum period of 3 months. It is further understood that employees whose rates were modified as a result of the provisions of this letter will not have their own rate(s) reduced when the modified rates are restored to reflect the minimum collective agreement provisions. Rather, they will continue on with any remaining progression based on their time in the position and their modified rate.

In addition, the Company may also, at its sole discretion, advance the qualifying period(s) for Extended Health and Dental benefits for new hires. This may be done in conjunction with modified starting rates contemplated in this letter or in isolation.

The Company may also, increase regular job rates in job classifications by location as required for periods of time. However, this will take place with the mutual

agreement of the Union. It is understood that agreement by the Union will not be unreasonably withheld.

It is further understood that in the event that either the hourly step rates or the regular job rates are modified, at a specific location, beyond the Collective Agreement requirements, all employees at that location will be paid the greater of their current hourly rate or the increased step rate or hourly rate if applicable.

Existing employees will be given the opportunity to bid and qualify on positions deemed "hard to fill", under the auspices of this letter, prior to seeking external applicants.

The Company also maintains the ability to re-instate collective agreement rates.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below and return one executed copy to me for my records

Yours truly,

(Sgd) John Bairaktaris  
Director Labour Relations  
Canadian Pacific

I concur,

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Clark Rutledge  
President, CPPA



### APPENDIX 30

#### Letter dated November 19, 2009 concerning Establishing National Seniority Lists

Mr. Clark Rutledge  
22-1240 Westview Terrace  
Oakville, Ontario  
L6M 3M4

CALGARY, November 19th , 2009

Clark,

This letter has reference to our discussions during negotiations regarding the establishment of a National seniority list for all Canadian Pacific Police Association represented employees. This is for the sole purpose of bidding on vacant positions.

It was agreed that effective January 1, 2010, all Canadian Pacific Police Association represented employees hired prior to January 1, 2010 shall be assigned a National seniority standing in addition to their District seniority standing. The National seniority standing shall be determined based on the Employee's last date of entry into service of the Canadian Pacific Police Service. In the event that two or more employees were hired on the same day, their seniority standing shall be determined in accordance with the process outlined in Article 3.10.

Once the National seniority ranking list is established, each Employee hired prior to January 1, 2010 shall be assigned a seniority date. Seniority dates will be assigned in reverse seniority order and will begin with the day of "December 31, 2009" . For clarity, the junior pre-January 1, 2010 Employee will be assigned the day of December 31, 2009 as his National seniority date. The second junior employee will be assigned the day of December 30, 2009. The process will then continue with the assignment of dates in reverse sequential order.

Employees hired on or after January 1, 2010 will establish National seniority effective with their last date of entry into the service of the Canadian Pacific Police Service.

It is further understood that an Employee, hired prior to January 1, 2010, who exercises his/her national seniority through the bidding process, shall retain his/her prior district seniority date should he/she revert back to their prior district at a later date.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below and kindly return us a copy for our records.

Sincerely,

(Sgd) John M. Dorais  
Manager Labour Relations  
Canadian Pacific

I concur,

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Clark Rutledge  
President, CPPA

**APPENDIX 31**

Letter dated November 19, 2009 concerning  
Closed Period Commitment regarding Training Opportunities

Mr. Clark Rutledge  
22-1240 Westview Terrace  
Oakville, Ontario  
L6M 3M4

CALGARY, November 19th , 2009

Clark,

This is in reference to our discussions during negotiations concerning the Union's request regarding the Company's ability to inform employees of available training opportunities/programs.

This shall serve to confirm that the Company is prepared to work with the Association, during the closed period, prior July 1st 2010, in order to find solutions which would address this issue.

Sincerely,

John M. Dorais  
Manager Labour Relations  
Canadian Pacific



**CANADIAN  
PACIFIC**  
OFFICIAL SUPPORTER

91