

COLLECTIVE AGREEMENT

Between

CANADIAN PACIFIC

And the

CANADIAN PACIFIC POLICE ASSOCIATION



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And the

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Covering

Rates of Pay and Working Conditions of
Constables and Sergeants 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 10, 2017

Revised October 2018

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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 members 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 Definitions:

Member: an employee of Canadian Pacific covered by the scope of this agreement.

Company: the Canadian Pacific

Chief of Police: The chief officer of the Canadian Pacific Police Service

Association: the Canadian Pacific Police Association

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

One Person Point: a location staffed by one member

Outside Point: a location staffed by more than one member, 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: any unplanned circumstance that places a resource requirement on the Service such as, but not limited to, emergencies, major incidents, changes in the threat alert level, incidents of criminality requiring expeditious response,

calls for service from Canadian Pacific and any other unforeseen event that reasonably requires a CPPS response.

An unplanned circumstance does not include staffing shortages due to the illness of members or their absence from regular duties due to training or other administrative issues.

Law Enforcement Experience:

any relevant term of regular employment with any agency with a primary mandate for the enforcement of the law, that is categorized by CPIC as being either a Category 1 or 2A agency or equivalent. Previous related service does not include recruit training or periods of probation unless accompanied by post probationary service.

On Duty:

a member is considered on duty in the following circumstances:

- From the time the member reports to their approved work location and “books on” with the PCC until the time when the member “books off” with the PCC
- When a member is using a patrol vehicle to travel to and from their place of residence, once they are in uniform, in the patrol vehicle and have booked on with the PCC
- A member may book on and off duty at their place of residence, provided that residence is no more than 100km from their approved work location

This definition is not intended to be construed as permission for all members to take patrol cars home so as to cut down their hours of duty at detachments, nor is it intended that by using a patrol vehicle in such a way that overtime would then become payable for business commuting.

Operational On Call:

Members 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:
Hearing Officer:**

assignment not normal to daily duties.
the individual designated by the Chief of Police, or designate, to conduct the hearing.

- Supervisor:** a Sergeant or other member 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 members.
- 2.02 Non-bargaining Unit members 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. Members 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 member hired prior to January 1, 2010.
- Senior Off District member, hired prior to January 1, 2010.
- Senior member hired on or after January 1, 2010.

In the application of Article 3.01, it is understood that off district members 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 a member 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 member of the Police Service shall not be regarded as permanently employed until he/she has completed nine months' probation, which must include 1,560 worked hours. This 9 month period begins once the new member has completed basic recruit training and may be extended by mutual agreement of the Company and the CPPA. New members must also successfully complete the academic and skills standards set out in the recruit and probationary periods by the Police Service. The Company will make reasonable attempts to ensure a member's success, however, the probationary member will be deemed not suitable for the Police Service if unable to achieve these standards.

If in the opinion of the Company, a probationary member is viewed as undesirable for its service, because of actions of that member, a hearing under Article 10 of this agreement will be held to determine cause. The outcome of the hearing may determine if the member will be removed for cause. A probationary member 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/she so desires.

If retained, after his/her probationary period he/she shall then rank on the seniority list from the date first employed in a position covered by this agreement.

- 3.04 An member 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. Leave of absences of a 6 month duration or longer may be bulletined by the Company.
- 3.05 A member shall continue to accumulate seniority while on approved leave of absence.
- 3.06 A member's seniority rights shall extend over the district, as defined in Article 3.01, on which he is employed. A complete list of all members 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
 - Lists shall be posted at all locations where members 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 a member 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 members 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 a member 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 a member 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 members 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) Previous service in the Canadian Pacific Police Service;
 - b) Previous Company service;
 - c) By drawing of names as arranged by the Inspector and Association Representative.
- 3.11 Members 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 Members 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, a member 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 member 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 A member 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 member 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 member 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, a member 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 members over the seniority district. Bulletins shall indicate location, whether assigned or unassigned, the territory to be covered, classification, if temporary, the approximate duration and will include the following excerpt from Article 3.01:

Solely for the purpose of bidding on bulletined vacancies, national seniority shall apply. Members 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 member hired prior to January 1, 2010.
- Senior Off District member, hired prior to January 1, 2010.
- Senior member hired on or after January 1, 2010.

Bulletins will be posted in places accessible to all members affected. Members 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 member from the basic seniority district 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 A member 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 It will be the responsibility of the successful applicants to reside within 100km of their duty location. This will apply to members hired on or after January 1, 2013 and existing members who relocate after January 1, 2013.
- 4.06 In the application of Article 4.04, a member 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 member. This decision is not subject to appeal.
- 4.07 In the application of Article 4.04, the member 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.
- 4.08 An member 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 member who has moved away from his home location.
- 4.09 A member 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 RECALL OF STAFF

- 5.01 In reducing staff, or layoff the most junior member shall be the first to be laid off. In case of recall, the most senior member shall be the first to be recalled.
- 5.02 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.
- 5.03 Layoff notice under Article 5.02 may be served at any time, such as when a member is on vacation, on leave of absence, absent account illness, etc.
- 5.04 When staff is increased, members wishing to be recalled must file their names and addresses with the Chief of Police prior to the end of each year based on the date of lay off. A member who does not file their name and address by way of written notification, with the Chief of Police prior to the end of each year will have their name removed from the seniority list and their record will be closed.
- 5.04.01 Members laid off in excess of one year must, upon recall, successfully pass Mandated Qualifications, including, but not limited to, Use of Force, Firearms and Defensive Tactics.
- 5.04.02 Upon recall, the member will be given reasonable opportunity to practice and train prior to qualification.
- 5.04.03 A member who chooses not to take the re-qualification referred to in 5.06.01, or fails to successfully re-qualify shall have their name removed from the seniority list and their record will be closed. A member who fails to re-qualify on the first attempt will be given the opportunity to re-qualify, within sixty (60) days of failing at the first attempt. This timeline may be extended by mutual agreement.
- 5.05 When recalling staff, members failing to report for duty, or giving satisfactory reasons for not doing so within seven (7) 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 this recall will not exceed ninety (90) days and other qualified laid-off members are available. In the application of item 5.07 a written application must be made to the designated Company Officer immediately upon receipt of notification of recall, otherwise the member's record shall be closed and their name dropped from the seniority list. Should a member fail to respond to notice of recall due to extenuating circumstances, the Association may raise this issue with the Chief of Police for review.

- 5.06 A member with District Seniority, and who is laid off, may bid upon a vacancy occurring in another seniority district. The member's name will remain on the seniority list from which they were laid off for recall purposes.
- 5.06.01 The Company will undertake reasonable measures to notify all laid off members before hiring new members to fill permanent vacancies within the police service.
- 5.06.02 This undertaking does not oblige the Company to pay expenses and/or benefits for employees wishing to fill such vacancies.
- 5.07 Members voluntarily 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.
- 5.08 In the application of reducing staff, an employee who is laid off, shall continue to accumulate seniority.

ARTICLE 6
HOURS OF SERVICE

- 6.01 Duty rosters may be created containing shifts of eight (8), ten (10) or twelve (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. 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 The schedule will be established on an annual basis and updated periodically to reflect any changes. Schedules 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 A members' schedule will not contain more than two (2) turn-arounds of eight (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 Members 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 schedule.
- 6.07 Except in the application of Article 6.06 members' time will start and end at their point of commencement of duty. (See Definitions: On Duty)
- 6.08 When changes to hours of work that can reasonably be foreseen, such as in-house training, planned operations, special events or any other change arising out of circumstances other than as defined by 'Demands of the Service', a minimum of 21 days' notice will be provided.
- Changes made by mutual agreement will not be subject to the 21 day notification period.
- Unless mutually agreed upon by both parties, changes made with less than 21 days' notice may be subject to overtime payments.
- Training opportunities that arise on short notice will fall outside of the above provisions and as such will not be subject to the minimum of 21 days' notice. As much advance notification as possible will be provided to the member in all circumstances.
- 6.09 Members are responsible to contact the Police Control Centre (PCC) prior to return to duty from any absence, including illness, annual vacation or leave of absences.
- 6.10 Members used at away-from-home locations will be paid reasonable expenses incurred for lodging, meals and transportation in accordance with departmental policy.
- 6.11 Members used at an away-from-home location will be credited for actual hours worked with a minimum of eight (8) hours in each twenty-four (24) hour period.
- 6.12 Members who are required to layover away from their assigned detachment shall, during such layover, be credited with eight (8) hours for each twenty-four-hour (24) period so held. Members will be credited actual time of up to eight (8) hours for less than a twenty-four (24) hour period (time to be computed after sixteen (16) hours' layover in each twenty-four (24) hour period). During the period for which they are compensated, employees' services may be utilized if required.
- 6.13 Members 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 A member shall not receive less than their regular wages while employed away from their home detachment, when paid under Articles 6.11, 6.12 and 6.13.
- 6.15 A member prevented from completing a shift due to a bona-fide injury sustained while on duty will be paid for their full shift at straight time rates of pay, unless they receive Worker's Compensation benefits for the day of the injury, in which case they will be paid the difference between such compensation and payment for their full shift.

ARTICLE 7
OVERTIME

- 7.01 Time worked, on proper authority, on any day in excess of scheduled hours, will be considered as overtime time worked during an eight week averaging period.
- 7.02 Excess hours 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.
- 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 Members notified or called to perform work not continuous with, before or after, the regular work period shall have such additional time credited as overtime or, where necessary, toward the averaging period.
- 7.06 Except in the application of Article 6.08, if a member is called in advance of his regular starting time, such additional time will be credited toward the averaging period.
- 7.07 Members 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. For employees hired after January 1, 2018 a maximum of 120 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.

Employees hired prior to January 1, 2018 will be governed by Appendix 2 of the 2017 Memorandum of Settlement and decreasing bankable hours formula. In all circumstances 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 members, the final determination will be at the discretion of management according to the requirements and exigencies of the service.

- 7.08.01 A member 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 member.
- 7.08.02 A member may, by mutual agreement, carry overtime hours from one averaging period to another.
- 7.09 Subject to Article 7.01, members 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.

ARTICLE 8

REST DAYS

- 8.01 Members 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 a member at overtime rates would be involved.
- 8.02 Except in the application of Article 6.06, members, 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, a member 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 members 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 member 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 A member shall not be disciplined or discharged until a fair and impartial hearing has been granted and responsibility has been established. Except as otherwise provided in Article 10.16 a member will not be held out of service in excess of ten (10) working days, pending the holding of a hearing. Such hearing shall be held as soon as possible and where employees are held from service, not later than twenty-five (25) working days from the date of the employee was held from service, unless otherwise mutually agreed.
- 10.02 A disciplinary hearing will only be held at the direction of the Chief of Police or designate. Where the Chief of Police is of the opinion that the actions of a member constitutes a contravention of the policies governing discipline, or the performance of duty of members, the Chief of Police or a police officer designated by the Chief of Police may conduct a hearing into the matter as it relates to that contravention(s). Such a hearing will only be directed if the alleged complaint(s), contravention(s) of policy or members conduct could result in significant discipline.
- 10.03 For incidents that may warrant discipline, the following procedures may be exercised.
- 10.04 Where the Chief of Police, or his designate, deems the alleged offence to be minor in nature, the Chief may choose to handle in the following manner.
- 10.05 When investigations will take more than 30 days, status updates will be provided to the member involved.

COUNSELLING SESSIONS

- 10.06 Members 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 member's file and a copy of same given to the member.
- 10.07 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.
- 10.08 The existence of the Counselling Session record on the member's file shall not be used at Arbitration by either party if repeat offences do not take place within one year.

ADMISSION OF RESPONSIBILITY

- 10.09 Where an individual admits responsibility for an incident where the discipline to be assessed will range from a written reprimand to maximum 40 hours loss of time and the individual chooses to waive the right to a formal investigation provided for in his/her Collective Agreement, discipline may be assessed without the need for such investigation.
- 10.10 In these circumstances an informal meeting will be held to review the incident involved. If so desired, the employee may have an accredited representative of the association present. Discipline will be issued within 28 calendar days of the admission of responsibility.
- 10.11 No written record of the proceedings will be kept except for the discipline itself and the individual's written concurrence that he/she wishes to forego the formal investigation and admit responsibility.
- 10.12 By accepting an Admission of Responsibility, the employee waives the right to grieve the discipline assessed under the provisions of his/her Collective Agreement.

FORMAL HEARINGS

- 10.13 A hearing will only be held after a Service or Public Complaint Investigation has been completed.
- 10.14 Such hearing shall be held as soon as practicable pending the Service investigation. A

member shall be given an advance notice of seven calendar days of a hearing and be advised in writing of the time, place and details of allegations. The service will provide details of the allegation, statement of particulars, list of witnesses, statement of evidence, notice of intent and full disclosure in compliance with Canadian Privacy legislation. A member may have a fellow Member or a representative of the Association present to assist them. They may offer rebuttal evidence thereto.

- 10.15 When a member is held from service pending a hearing the member will be notified in writing as to the reasons for being held from service, within five (5) calendar days.
- 10.16 A decision shall be rendered within twenty eight (28) calendar days from the date of the hearing. Pending the rendering of such decision, the member will be held out of service only where the circumstances are considered sufficiently serious to warrant such action. The member 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 member specifically requests in writing that the representative not be advised of the decision.
- 10.17 If the member 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 the discipline includes demotion in grade or rank, suspension or dismissal the appeal may commence at Step II of the grievance procedure within fourteen (14) calendar days from the date that the employee is advised of the decision in writing.
- 10.18 If, in the final decision, the charges against the member are not sustained, their record shall be cleared of the charges; if suspended or dismissed, they shall be returned to their 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, the member shall be reimbursed for reasonable travel expenses upon presenting receipts.
- 10.19 Any member appearing before a disciplinary hearing shall be given the option of using the language (English or French) in which they can express themselves most fluently.

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 a member 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 member or a duly authorized Association representative may present the grievance in writing to their District Inspector or such other officer designated by the Company within twenty-eight (28) calendar days from the date of the alleged grievance or from their obtaining knowledge thereof. Such District Inspector or officer shall render a decision in writing within twenty-eight (28) 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 of Police within twenty-eight (28) calendar days following receipt of the decision in Step 1. The Chief of Police will render a decision in writing giving reasons for the decision within twenty-eight (28) 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 Chief of Police 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 Chief of Police 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 (60) 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, they 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 (28) 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 receiving the request for arbitration has ninety (90) days from the date of the request for arbitration to either agree to one of the nominees proposed and to formally request they 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 thirty (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 (30) calendar days thereafter. Their 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 members.
- 11.21 Grievances not docketed and placed before an Arbitrator by either party, within two (2) years from the date of the Step 1 grievance was filed, will be considered dropped, on a without prejudice or precedent basis, and both parties shall close their respective files. This time limit may be extended by mutual agreement, or in unique cases involving delays due to court proceedings.

ARTICLE 12

GENERAL HOLIDAYS

- 12.01 A member who qualifies in accordance with Article 12.03 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an member's rest day, such holiday shall be moved to the normal working day following the member's rest day or, by mutual agreement, to the normal working day immediately prior to the member's rest day. If the holiday is to be moved to the day prior to the member'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, a member:

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 a member 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 member 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 member who is laid off or suffering from a bona fide injury or who is hospitalized 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 a member who is required to work on the holiday.) For members on 10 hour shifts they must be entitled to wages for at least 10 shifts and for members on 12 hours shifts, they must be entitled to wages for at least 8 shifts.

Note: Provided that an member is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the member qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 (or 10 or 8) shifts or tours of duty referred to in this Clause 12.03.03.

12.04 A qualified member 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 member is entitled for that general holiday.

- 12.05 An assigned member 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 member 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 member worked his last tour of duty prior to the general holiday.
- 12.07 An member 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/her on that holiday, with a minimum of three hours for which three hours' service may be required.
- 12.08 A member 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 A member 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 A member 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 member shall be paid 10 hours' straight time.

12 Hour Shifts

- 12.12 A member 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 A member 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 member shall be paid 12 hours' straight time.

ARTICLE 13
ANNUAL VACATIONS

13.01 An member 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 200 hours (at straight time rates) cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 80 hours until qualifying for additional vacation under Article 13.02.

13.02 Subject to the provisions of Note 1 below, an member who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 6,000 hours (at straight time rates) of cumulative compensated service, shall have his vacation scheduled on the basis of 8 hours vacation with pay for each 133 1/3 hours of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 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 member 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 8,000 hours (at straight time rates)of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.01. Any vacation granted for which the member does not subsequently qualify will be deducted from the member's vacation entitlement in the next calendar year. If such member 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 member who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 20,000 hours (at straight time)of cumulative compensated service, shall have his vacation scheduled on the basis of 8 hours vacation with pay for each 100 hours of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 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 member 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 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 member does not subsequently qualify will be deducted from the member's vacation entitlement in the next calendar year. If such

member 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 member who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 18 years and has completed at least 36,000 hours (at straight time rates) of cumulative compensated service, shall have his vacation scheduled on the basis of 8 hours vacation with pay for each 80 hours of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 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 member 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 38,000 hours (at straight time rates) of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 13.03. Any vacation granted for which the member does not subsequently qualify will be deducted from the member's vacation entitlement in the next calendar year. If such member 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 member who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 56,000 hours (at straight time rates) of cumulative compensated service, shall have his vacation scheduled on the basis of 8 hours vacation with pay for each 66 2/3 hours of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 240 hours.

Note 4: An member 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 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 member does not subsequently qualify will be deducted from the member's vacation entitlement in the next calendar year. If such member 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 member for five weeks' vacation with the member 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 A member 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 member 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 member working an eight hour day, and not exceeding a total of 80 days in any calendar year for an member working a 10 hour day, and not exceeding a total of 67 days in any calendar year for an member working a twelve hour day, shall be included in the computation of service in that year for vacation purposes.
- 13.10 A member 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 member became entitled to the vacation.
- 13.11 Applications for vacation from members 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, members must take their vacation at the time allotted.
- 13.12 Unless otherwise mutually agreed, members 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 A member 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 member 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 2000 hours of cumulative compensated service.
- 13.18 A member 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 member 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 member'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 A member who, due to sickness or injury, is unable to take or complete his annual vacation in that year, shall, at the option of that member, have the right to have such vacation carried to the following year.
- 13.20 A member who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an member'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 a member exercising his seniority to a position covered by another vacation schedule.

10 Hour Shifts

- 13.21 Annual vacations for members 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 10 hours = 8 days
 - c) 15 days - 120 hours vacation divided by 10 hours = 12 days
 - d) 20 days - 160 hours vacation divided by 10 hours = 16 days
 - e) 25 days - 200 hours vacation divided by 10 hours = 20 days
 - f) 30 days - 240 hours vacation divided by 10 hours = 24 days

12 Hour Shifts

- 13.22 Annual vacations for members 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 - 40 hours vacation divided by 12 hours = 20 days

13.22.01 Should the member in item (a) or (d) above 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 member 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.

13.22.02 Members 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. Members 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.

13.22.03 Members 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.

13.22.04 Members 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.

13.22.05 Should an member 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.

13.23 A newly hired member with previous law enforcement experience may be provided with up to 10 years of service credit for the purpose of calculating annual vacation at the discretion of the Chief of Police based on the following guidelines:

YEARS SERVICE:	VACATION ENTITLEMENT:
1- 5 YEARS	2 WEEKS
5-9 YEARS	3 WEEKS
10 + YEARS	4 WEEKS

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 members must remain alert and available for immediate service.

10 Hour Shifts

14.02 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 members 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 members must remain alert and available for immediate service.

ARTICLE 15
BEREAVEMENT LEAVE

15.01 Upon the death of an member's brother, sister, grandparent, grandchild, step-parent, step-brother, step-sister, father-in-law, mother-in-law, or spousal grandparent, the member 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 member to whom leave is granted.

10 and 12 Hour Shifts

15.01.01 Members 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 member's spouse*, child/step child, parent the member 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 member to whom leave is granted.

15.02.01 Members 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 member shall be entitled to suspend annual vacation during the bereavement leave period.

Compassionate Leave

15.04 Compassionate leave may be provided to employees to provide time off to manage urgent personal affairs, such as immediate family problems in exceptional circumstances, and will not apply to employee illness, injury, etc., nor will it apply when an employee has unused annual vacation entitlement. Compassionate leave will not replace existing benefits, programs or government programs.

15.04.01 Compassionate leave may be provided under the following conditions:

1. A maximum period of leave of three (3) months duration.
2. Payment in the form of a repayable loan will be made as follows. Payment will be the equivalent of five basic days at the employee's applicable rate for each week of personal leave.
3. Re-payment of loan at a minimum 10% of gross earnings per pay period. Full payment must be made over a period of no longer than two (2) years.
4. A guarantee that such loan will be repaid in the event of the employee's death, dismissal, resignation or separation/ retirement. (An employee must sign an appropriate document outlining these terms).
5. A ceiling on the number employees on personal leave at any one time. (This will be determined by the Company).

6. Benefits will remain in effect during the leave period.
7. The leave will not be considered as pensionable service or CCS (cumulative compensated service.)
8. Applications for such personal leave to be made through the President or designate of the CPPA.
9. Such personal leave to be subject to approval by the Chief of Police or his designate.

ARTICLE 16

HEALTH & WELFARE - MEMBER BENEFIT PLAN

16.01 The Member 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 members, 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

- a) Effective January 1, 2018, increase by 2% the rates in effect on December 31, 2017.
- b) Effective January 1, 2019, increase by 2% the rates in effect on December 31, 2018.
- c) Effective January 1, 2020, increase by 2% the rates in effect on December 31, 2019.
- d) Effective January 1, 2021, increase by 2% the rates in effect on December 31, 2020.
*
- e) Effective January 1, 2022, increase by 2% the rates in effect on December 31, 2021.
*

*Note: Year 2021 and 2022 have the opportunity to exceed the minimum 2%, referred to above, providing the Company's Revenue Ton Mileage Minimum Threshold is exceeded. See Appendix 14.

17.02 Rate of Pay Effective

Constables	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
1st Class & Thereafter	\$45.073	\$45.974	\$46.894	\$47.832	\$48.788
2nd Class	\$37.652	\$38.405	\$39.173	\$39.957	\$40.756
3rd Class	\$33.734	\$34.409	\$35.097	\$35.799	\$36.515
4th Class	\$29.810	\$30.406	\$31.014	\$31.634	\$32.267
5th Class	\$25.889	\$26.406	\$26.935	\$27.473	\$28.023

Sergeant	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
	\$50.482	\$51.492	\$52.521	\$53.572	\$54.643

Sergeant-Prob/Relief	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
	\$47.326	\$48.272	\$49.238	\$50.223	\$51.227

- 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 A member 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 member 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 member's performance must have met the requirements of the Department.

17.05 Direct deposit will be mandatory for all members covered by this Agreement.

Specialists Compensation

17.06 Any member required to perform the specialized duties of Officer Safety Unit Instructor or Field Training Officer will be compensated two hours straight time pay per shift at their current corresponding rate when performing those duties.

Shift Differential

17.07 Employees whose shifts commence on or after 1600 will receive a shift differential of \$ 0.75 per hour.

Time and one half premiums for overtime shall not be calculated with respect to a shift differential.

Operational On Call

17.08 Where determined by management, employees who are required to remain operationally “on call” will be entitled to a “on call” payment.

The operational “on call” payment will be the equivalent of 8 hours per seven day period at the employee’s straight time rate of pay.

This operational “on call” payment will be non-pensionable and will solely be for those employees required to be operationally “on call.” In situations where operational “on call” requirements result in 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.

Reporting and processing of operational “on call” payments will be performed on a bi-weekly basis coincident with established pay periods.

ARTICLE 18

LOSS OF WAGES IN EMERGENT SITUATIONS

18.01 All members 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 members 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. Members who report after the mid-point of their tour of duty will be paid one-half day.

18.01.01 With respect to members 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 members 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. Company email may also be used by the Association for the purpose of distributing notices, upon authorization of the proper Company officer.

ARTICLE 21
TRANSPORTATION IN THE EXERCISE OF SENIORITY

21.01 At the discretion of the Company the member 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 member may, as the results of exercising National Seniority, or having been promoted by the Company, 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, members 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 member development or service quality. Members required to relocate out of One Person or Outside Points under Article 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 members 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, members 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: Members 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: members required to relocate under the provisions of Article 21.03 will be entitled to the following:

Equity Protection: Subject to the conditions outlined in Company Policy 8801, the Company protects the member 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 Members 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 Article 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 Article 21.03.02, 21.03.03 and 21.03.04 members who are the successful candidate to the Competition Process will be provided with 120 days notice.

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

Members 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 member to transfer, existing members 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.

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

For the transfer of members 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 A member 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, 2014 increase the automobile mileage allowance to \$0.37/km.

ARTICLE 23
UNIFORMS AND EQUIPMENT

- 23.01 Members covered by this agreement shall be provided with uniform and equipment in accordance with Service policies and procedures. Such uniform or equipment lost, stolen or otherwise damaged beyond repair in the course of duty shall be replaced, or repaired at the Service's discretion as soon as practicable at the expense of the Service except in cases of member negligence.
- 23.02 Uniform jacket, coat and wool sweater will be cleaned by the Department up to three times a year, except unduly soiled as a result of a particular assignment they may be authorized to be cleaned upon request. The member will make arrangements for such cleaning with the appropriate supervisor who will designate the cleaning establishment to be used and who will provide the necessary authorization to claim the cost as an expense.
- 23.03 All uniform and equipment listed will be issued as required

Entry into Service

1 pair duty boots, compliant with CP Safety policy	4 navy short sleeve uniform shirts
1 toque	1 duty holster
1 body armour with carrier	1 handgun
1 pair dress boots	2 ties
1 summer cap (Forage cap)	1 reversible rain coat
1 fur cap	1 pair of winter gloves
1 reversible cap cover (rain cover)	1 sweater

1 duty belt inner	3 regimental/ name tags
1 duty belt outer	1 magazine holder
1 notebook	1 handcuff pouch (single or double)
1 notebook cover	2 set of handcuffs
1 OC spray holder	1 OC spray
1 baton holder	1 baton
1 cap badge	1 plainclothes badge with carrier
1 belt badge with carrier	1 flashlight
1 flashlight holder	1 hard hat
2 pair safety glasses	1 traffic vest
1 set ear defenders	2 turtle necks
1 patrol jacket	3 pairs of uniform pants
1 dress uniform	4 navy long sleeve uniform shirts
1 ball cap	1 duty bag (small)
1 duty bag (duffel)	

Additional equipment will be issued at the discretion of the Service.

ARTICLE 24
COURT DUTY

- 24.01 Members 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 Members 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' members 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.
- 25.02 Members on leave of absence for Association business will receive full credit of cumulative compensated service for annual vacation purposes only.

ARTICLE 26
DEDUCTION OF UNION DUES

- 26.01 Union dues will be deducted from members' wages in the pay period in which the 24th day of the month falls.
- 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 member 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. The amount deducted will be equivalent to the regular dues of the CPPA. The amount deducted will not include initiation fees or special assessments. The amount deducted shall not be changed during the term of this agreement, except to conform with a change in accordance with the Association's constitutional provisions.
- 26.03 Members 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 If the wages of a member 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 member by the Railways in such month. The Railways shall not, because the member did not have sufficient wages payable to him/her/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 26.05 Members 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 member in any month.
- 26.06 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.
- 26.07 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.

- 26.08 The Railways shall not be responsible financially or otherwise, either to the organization or to any member, 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 a member's wages, the Railway shall adjust it directly with the member. 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.
- 26.09 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.
- 26.10 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 A member 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 members 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 members 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 to make available an electronic version of the Collective Agreement.

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

ARTICLE 32

ASSESSMENTS

32.01 As part of the Member Performance Development Process, members 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 "Member Performance Development Process" standards.
- 32.03 The member's immediate Supervisor will participate in the annual assessment.
- 32.04 The results of the assessment shall be made known to the members concerned annually. Any member 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 Members 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 members governed by this Collective Agreement, which shall include the member'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 Members 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 member 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 Members 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, members 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 Members 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 members 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.

ARTICLE 35
HUMAN RIGHTS

- 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. Members with questions may contact the Director, Member 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 no 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:

A member 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 member 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 member(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 member(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 Members 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 member is notified of such extension prior to the expiration of 11 months from date of appointment.
- 36.07 Should a member be removed from a Sergeant's position, a member 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, members appointed to a Sergeant position will have the Sergeant rank designation on the seniority list. Members 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 members 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 4.06 of the Collective Agreement. Should an member 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, 2022, 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, 2022.

SIGNED at CALGARY this October 22nd, 2018

For Canadian Pacific

For the Canadian Pacific Police Association,

Myron Becker
Chief Labour Officer
Labour Relations

Stephen Ross
President
CPPA

APPENDIX 1

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 members 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 2

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 members 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, members 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 3

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,

I CONCUR:

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

M. J. Doucette
President, CPPA

APPENDIX 4

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 members.

The Association raised concerns that members 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 members concerned. In recognition of this fact, the Company agreed to equalize the pay for members to ensure that members 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 members 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 5

Letter dated November 10, 2017, concerning
sick leave benefits

Calgary, AB November 10, 2017

Stephen Ross
President
Canadian Pacific Police Association
3041 Dougall Avenue – Suite 509
Windsor, ON
N9E 1S3

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 members who are unavailable for duty due to illness or injury, the following supplements to the WIB Plan will be made available:

For members with 2 to 5 years of service, the existing WIB benefit will be supplemented so that the member will receive full pay for a period of up to 5 weeks.

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

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

For members with 20 or more years of service the existing WIB benefit will be supplemented so that the member 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 member is hospitalized. Members 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.

Weekly Indemnity Benefits (WIB) will be assessed and adjudicated under

the terms and conditions of the Company sponsored WIB contract.

Members are subject to Company policies and procedures related to fitness and return to work including the Fitness to Work Medical Policy and Procedure and the Disability Management Policy and Procedure.

If the experience of usage or cost to the company meets or exceeds the average of that experienced in the 24 months preceding this agreement the Company and the Union will discuss within 72 hours of either notify the other. If the concerns cannot be addressed, the provisions of this Appendix may be suspended until a resolution or amendment is reached between the parties.

Yours Truly,

For CPPA,

Myron Becker
Assistant Vice-President
Labour Relations

Stephen Ross
President
CPPA

APPENDIX 6

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 members 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 members 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 7

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 members 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, members 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 a member is available to protect the assignment. In such cases, the member 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, a member 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 member's time bank by 12 hours (with respect to members 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 8

Letter dated May 15, 1995, concerning waiting period for weekly indemnity
with respect to members 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 a member becomes eligible to receive benefits under the Weekly Indemnity Benefit Plan as it relates to members working 12 hour shifts. In this regard, the Association requested that members 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 a member assigned to 12 hour shifts is unable to report for service account illness, for a period of three consecutive scheduled work days, the member will receive compensation for the third day of such illness, unless the member is hospitalised and eligible to receive WIB benefits. In such cases the member 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 9

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 members.

The Company recognizes that there will be times when local economic conditions make it more difficult to attract and retain members 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 members 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 members at that location will be paid the greater of their current hourly rate or the increased step rate or hourly rate if applicable.

Existing members 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,

Clark Rutledge
President, CPPA

APPENDIX 10

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 members. 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 members 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 Member's last date of entry into service of the Canadian Pacific Police Service. In the event that two or more members 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 Member 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 Member will be assigned the day of December 31, 2009 as his National seniority date. The second junior member will be assigned the day of December 30, 2009. The process will then continue with the assignment of dates in reverse sequential order.

Members 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 Member, 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,

Clark Rutledge
President, CPPA

APPENDIX 11

Letter dated November 29, 2012 concerning
Overtime averaging and pay equalization

November 29, 2012

Mr. Clark Rutledge
President
Canadian Pacific Police Association
22- 1240 Westview Terrace
Oakville, ON. L6M 3M4

Dear Sir:

This is in reference to our discussions during negotiations concerning the Union's request to eliminate overtime averaging.

The Company was not prepared to eliminate overtime averaging; however, based on the administration concerns brought forward by the Union and in light of the upcoming SAP implementation, the Company was agreeable, for the term of this contract, to suspend its use of overtime averaging for employees who are scheduled for 40-hour work weeks. Employees who are not scheduled for 40-hours work weeks will continue to operate under the existing overtime averaging framework.

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

Yours truly,

Brianne Sly
Director, Industrial Relations

Clark Rutledge
President, CPPA

APPENDIX 12
Letter dated November 10, 2017 concerning
Banked Overtime

November 10, 2017

Mr. Stephen Ross
President
Canadian Pacific Police Association
3041 Dougall Avenue – Suite 509
Windsor, ON
N9E 1S3

Dear Sir:

In the current round of negotiations, the Company served a demand upon the Association concerning the reduction of employee Banked Overtime. In resolution of this item, the parties agreed as follows:

Employees hired on after January 1, 2018, will have Banked Overtime capped at 120 hours. Article 7.08 of the Collective Agreement will reflect this change.

Employees in service prior to January 1, 2018 will remain capped at a maximum of 300 hours at straight time rate until April 1, 2019 at which time Banked Overtime will be reduced as follows:

1. Unused hours in excess of 265 hours at straight time rate will be paid out on April 1, 2019. Banked Overtime will then be capped at 265 hours at straight time rate.
2. Unused hours in excess of 250 hours at straight time rate will be paid out on April 1, 2020. Banked Overtime will then be capped at 250 hours at straight time rate.
3. Unused hours in excess of 215 hours at straight time rate will be paid out on April 1, 2021. Banked Overtime will then be capped at 215 hours at straight time rate.
4. Unused hours in excess of 180 hours at straight time rate will be paid out on April 1, 2022. Banked Overtime will then be capped at 180 hours at straight time rate.

Within 90 days following the ratification of the memorandum of settlement, the parties agree to meet to discuss administrative issues and required processes regarding the cashing out of large amounts of banked time by individuals or groups of employees.

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

Yours Truly,

For CPPA,

Myron Becker
Assistant Vice-President
Labour Relations

Stephen Ross
President
CPPA

APPENDIX 13
Regarding Drug Card
Letter Dated November 10, 2017

November 10, 2017

Mr. Stephen Ross
President
Canadian Pacific Police Association
3041 Dougall Avenue – Suite 509
Windsor, ON
N9E 1S3

Dear Sir:

This refers to our discussions regarding a cost neutral drug card. The Company will make a drug card available to your members subject to the following:

- The drug card will be subject to the same dispensing fee cap that is applied to the management “mid-line” plan; this is currently set as a maximum of \$7.50 per prescription and is reviewed on a regular basis against competitive practice.
- In order to obtain a drug card, employees will be required to positively enroll their dependents and provide data about any other drug plan they have access to (e.g. spousal benefit plan) in order to enable co-ordination of benefits.
- A 25% cap for all employees on allowable pharmacy “markup” on all drug categories. This is consistent with the markup limits in the management plan. Markup is what the plan allows the drug store to charge over and above what provincial drug boards set as the reasonable and customary charges per Drug Identification Number (DIN).

Furthermore the following serves to clarify the definition of a “spouse” with respect to Extended Health, Vision Care and Dental benefits:

A spouse is:

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 qualified 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 cohabitated 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.

Finally, employees who have an ongoing prescription will be governed by mandatory mail order pharmacy service for long-term maintenance drugs in order to receive the drug benefit. The Company is currently in the process of implementing this service, which will provide convenience, cost savings and quality service to all users.

In the event of any specific concern associated with this letter the President of the Association and the AVP of Labour Relations will meet to discuss the case.

Cards issued will be in effect for the term of the current contract. Should the Company incur additional costs beyond 10% during the usage period, then the Company retains the right to cancel the cards or to renegotiate the drug card particulars with the Union.

If you have any questions we can discuss further.

Myron Becker
Assistant Vice-President
Labour Relations

APPENDIX 14

Application of General Wage Increase for the Term of Agreement

November 10, 2017

Stephen Ross
President
Canadian Pacific Police Association
3041 Dougall Avenue – Suite 509
Windsor, ON
N9E 1S3

Dear Sir,

This refers to our discussions regarding a General Wage Increase over the 5 year term of the Collective Agreement covering January 1, 2018 to December 31, 2022.

Due to global economic instability and uncertainty reflected by economic downturns in 2008-2009 and as recently as 2015-2016, the Company was reluctant to extend wage settlement terms five (5) years into the future.

However, recognizing the labour stability that a long term settlement can provide the parties, the Company is prepared to offer a five (5) year wage settlement term, subject to the general wage increases in years 2021 and 2022 being tied, in part, to the operating realities of the Company at that time.

The parties agree that the General Wage Increases associated with years 2021 and 2022 will be a minimum of 2%. However, there is an opportunity for these General Wage Increases to exceed this minimum based on year-over-year percentage increases to the Company's Revenue Ton Mileage (RTM). RTMs are available externally on the Investor Relations website: <http://www.cpr.ca/en/investors/key-metrics>.

As long as the Minimum Threshold, defined below, is exceeded, the available General Wage Increases for 2021 and 2022 are as follows:

Year-Over-Year (YOY) RTM % Increase	< 3%	3-4%	≥4%
Associated General Wage Increase	2%	2.5%	3%

The YOY RTM % Increase for the 2021 GWI shall be calculated as follows:

$$\frac{(\text{RTM (Dec. 1, 2019 to Nov. 30, 2020)} - \text{RTM (Dec. 1, 2018 to Nov. 30, 2019)})}{\text{RTM (Dec. 1, 2018 to Nov. 30, 2019)}} \times 100 = 2021 \text{ YOY}$$

RTM % Increase

RTM (Dec. 1, 2018 to Nov. 30, 2019)

The YOY RTM % Increase for the 2022 GWI shall be calculated as follows:

$$\frac{(\text{RTM (Dec. 1, 2020 to Nov. 30, 2021)} - \text{RTM (Dec. 1, 2019 to Nov. 30, 2020)})}{\text{RTM (Dec. 1, 2019 to Nov. 30, 2020)}} \times 100 = \text{2022 YOY RTM \% Increase}$$

To determine if the RTM escalation(s) are available, the RTM for the period of December 1, 2015 to November 30, 2016 will be used as a “Minimum Threshold”. The RTM escalations shall only be available if the following criteria are met:

- For 2021, the RTM for the period of December 1, 2018 to November 30, 2019 must exceed the Minimum Threshold; and
- For 2022, the RTM for the period of December 1, 2019 to November 30, 2020 must exceed the Minimum Threshold.

The parties agree that the Minimum Threshold criteria and the YOY RTM % Increase criteria outlined above are based on freight service only. Additionally, should the Company enter into any sale or acquisition of business during these periods, the effect of these transactions’ impact will be removed from the RTM snapshots for the all the periods outlined above.

If this reflects our understanding during negotiations leading to the tentative agreement between the parties, please sign in the space provided.

Yours Truly,

For CPPA,

Myron Becker
Assistant Vice-President
Labour Relations

Stephen Ross
President
CPPA