

Alberta Detour Agreement

LOCAL AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY AND THE TEAMSTERS CANADA RAIL CONFERENCE (MEDICINE HAT – LETHBRIDGE - CALGARY)

1.0 Purpose of Agreement

The purpose of this agreement is to promote the effective use of employees and equipment through the elimination of pilots when derailment, line blockages and track programs create the need to detour over an optional route within the Company. It is not intended to apply to ad hoc detouring over adjacent lines for any other reasons than those outlined herein.

This agreement is intended for trains which normally operate between Calgary and Medicine Hat, or Lethbridge and Calgary, or Lethbridge to Medicine Hat or Crowsnest to Lethbridge.

2.0 Coverage

Locomotive Engineers, Conductors, and Trainmen with home terminal Medicine Hat, Lethbridge and Calgary will be governed by the terms of this Agreement as specified below.

3.0 Specific Language

- 3.1 This agreement enhances Articles 39 of the Locomotive Engineers collective agreement and Article 78 of the Conductors, Trainpersons and Yardpersons collective agreement between Canadian Pacific Railway and Teamsters Canada Rail Conference employed Thunder Bay and west.
- 3.2 During detour operations the home terminals for Locomotive Engineers, Conductors and Trainpersons will remain at Medicine Hat, Lethbridge and Calgary. i.e. the away from home terminal for Medicine Hat or Calgary employees would become Lethbridge.
- 3.3 When detour operations are implemented Local Manager will contact Local Chairmen, provided they are available, and provide a time that detour operations will commence. Every effort will be made to contact all Local Chairmen which may include returning them to the home terminal if they are working. Communication will also be made with Local Chairmen, provided they are available, when detour operations are to cease, i.e. last train through limits. Notification of the start and end of detour operations will also be voiced on the VRU.

- 3.4 If the Company elects to utilize the Local Union Officers to assist the CMC during detour operations, lost earnings will be provided in the same manner as if they were participating in detour operations.
- 3.5 When detour operations are implemented Local Managers and the available Local Chairmen will agree upon pool adjustments and implementation support. Local Chairmen will be held in with pay for lost wages for the initial implementation. If the Local Managers and Local Chairmen are not able to agree upon the implementation of this agreement, the issue will be immediately progressed to the appropriate General Chairman and the Director Labour Relations for expeditious resolution.

Pool adjustments may include, but are not limited to, the following:

- Collapse and/or consolidation of current Lethbridge pools
- Establishment of Detour pools for Medicine Hat and/or Calgary crews
- Manning and calling procedures for regular traffic and detour traffic

Note: While all elements of this article must first be followed, this provision is not intended to delay detour trains.

Prior to any detour pool being initially established, a defined method of how the Company wishes to man trains within the detour pool operation will be conveyed to the TCRC, and any change of operating plan during the detour period regarding the handling of detour pool crews will occur with mutual agreement between the Company and the TCRC.

Examples for running trains on the Taber Subdivision:

Running Directional (Lethbridge Crews run all eastbound trains out of Lethbridge, then DH home upon arrival at Dunmore / Medicine Hat. Medicine Hat Crews man all westbound trains out of Medicine Hat / Dunmore and DH home upon arrival in Lethbridge)

Collapse Lethbridge Taber Sub unassigned pool, and man all unassigned trains on the Taber Subdivision with Medicine Hat Detour Pool Employees.

Examples for running trains on the Aldersyde Subdivision:

Running Directional (Lethbridge Crews run all Northbound trains out of Lethbridge, then DH home upon arrival at Alyth. Calgary Crews man all Southbound trains out of Alyth and DH home upon arrival in Lethbridge)

Collapse Lethbridge North unassigned pool, and man all unassigned trains on the Aldersyde/MacLeod Subdivisions with Calgary Detour Pool Employees.

- 3.6 Employees will be placed and removed from detour pools according to the current pool placement procedures at each terminal. i.e. If Lethbridge pools are collapsed and/or consolidated the last OMTS arrival time will govern placement in the consolidated pool.
- 3.7 Employees working or familiarizing in detour operations, will be compensated based upon the greater of the fixed mileage rate as compared between the subdivision normally worked at the time detour operations commence and the subdivision worked during detour operations. This rate would include length of run for eligible employees only, as provided for within the current collective agreement in place at the time of detour operations, and will be based upon subdivision normally worked.

As an example:

Medicine Hat crews working the Taber subdivision would receive the Brooks subdivision fixed rate for completed tours of duty on the Taber subdivision as per the local rule(s) in place at the time of detour operations.

Calgary subdivision crews working the Aldersyde/MacLeod subdivision would receive the Laggan subdivision fixed rate for completed tours of duty on the Aldersyde/MacLeod subdivision as per the local rule(s) in place at the time of detour operations..

Unassigned Lethbridge based employees, utilized in detour operations, will receive the fixed rate of 175 miles on the Aldersyde/MacLeod , Crowsnest and Taber Subdivisions.

- 3.8 Consolidated pools and detour pools will run both regular traffic and detour traffic as required. If consolidated pools are not required, detour traffic may be manned by detour pools and regular traffic may be handled by the regular pool. This will not limit alternative procedures that may be implemented based upon operational and detour requirements as agreed to locally between Local Chairmen and the local Manager.
- 3.9 Employees assigned a new away-from-home terminal during detour operations will receive compensation for duty not less than their turn would have made had they not been in the detour pool. Detour claims will be reviewed by the Local Manager and the Local Union Representatives. This will not result in duplicate payments.
- 3.10 Unassigned and spareboard employees remaining at their original home terminal where pools are collapsed or consolidated will receive not less than a daily rate Guarantee for Conductor-\$276 (2010) and the Locomotive Engineer's of \$318 (2010). This amount will increase incrementally with each general wage increase. This daily rate will not apply to assigned employees in road or yard service which

normally handle assigned traffic (e.g. 502/503 on Taber subdivision, 466/467 on Montana subdivision, A15 on Aldersyde subdivision, and yard assignments). Employees will forfeit the daily guaranteed rate on day[s] that they are off sick, on authorized leave (excluding company business), missed call[s], on Annual Vacation, etc.

This will not result in duplicate payments.

- 3.11 Where pools are collapsed or consolidated Locomotive Engineer's spare board and Conductor/Trainperson's spare board will be utilized to supplement all subdivisions for assigned and unassigned work in both road and yard service as required.
- 3.12 Once detour pools and/or consolidated pools are established the calling procedures will be on a first-in first-out basis as per the local agreed upon calling rules in place at the time of detour operations.
- 3.13 When required temporary away from home accommodations will be provided in a hotel, motel or other suitable place. When temporary accommodations do not include cooking and eating facilities each crew member will be given a meal allowance of \$12 for every 8 hours, or part thereof.
- 3.14 When a different away from home terminal is established for employees participating in detour service (i.e. Lethbridge being utilized as the away from home terminal for either Medicine Hat or Calgary employees), all deadheading will be compensated based upon the current collective agreement applications for straightaway, combination or turnaround combination service.
- 3.15 In addition to the familiarization provided for within Article 78 of the Trainpersons collective agreement and Article 39 of the Locomotive Engineers collective agreement, the Company will provide a 4 hour optional refresher course on the Occupancy Control System. Employees who elect to participate in this training will do so during their off duty hours. Employees will be paid their actual time in attendance at the applicable hourly rate of the class of service working at time of refresher course. In no case shall payment made be for less than 4 hours.
- 3.16 Requests to participate in detour service will be bulletined as per Article 78.11 of the Trainpersons collective agreement and Article 39.11 of the Locomotive Engineers collective agreement. Selection to participate in familiarization and qualification will be by seniority. Once familiarized employees will be required to participate in detour operations. Upon completing one complete detour operation employees may request their name be removed from the list of available detour employees only after detour operations are completed and they are released from detour operations. Employees may then notify the Manager of Operations or designate and their Local Union Representative in writing, at their home terminal, and request their name be removed from detour operations.

- 3.17 If insufficient applications for volunteers are received then the junior qualified employee(s) will be required to participate.
- 3.18 Employees familiarizing and qualifying for detour service receive compensation for duty not less than their turn would have made had they not been in the detour pool based upon the fixed rate of the subdivision being worked at the time of familiarization.

4.0 Operating Plan

- 4.1 All Employees in detour operations may operate trains within the current run long limits or run long limits that are properly established in the future. Employees will only be required to run long on territory where they have been previously familiarized. Payment for run long is in accordance with the collective agreement in effect at the time of the detours.
- 4.2 Employees working to a temporary away from home location will tie up at the same facilities as currently utilized by the home terminal employees for that location.
- 4.3 Temporary hotel accommodations at the AFHT of Lethbridge, when required, will be secured for employees in detour service at the time of detour operations based upon facility availability. If hotel accommodations can not be secured within 1 hour from off duty time, a taxi will be used to return the crew immediately to their original home terminal.
- 4.4 All deadheading will be arranged by the Company. Deadheading will be provided as detailed above for employees in detour service.
- 4.5 Spareboard employees will be utilized first as required to supplement pools. Once depleted, this does not exclude the use of other employees who are detour familiarized. These employees will be called as per local decision rules at each terminal to supplement the pools
- 4.6 Familiarization requirements for each employee, whether forced or volunteering, will adhere to the minimum 3 round trip requirement. Any variation must be agreed upon between the Local Manager and the Local Chairman.
- 4.7 Once detour pools and/or consolidated pools are established the calling procedures will be on a first in first out basis as per the local agreed upon calling rules in place at the time of detour operations.
- 4.8 Any circumstance not explicitly covered by this agreement will be governed by the collective agreement and current local agreements in effect at the time.

Dispute Resolution

5.0 Any dispute arising as a result of an interpretation of this agreement will be elevated to the General Chairmen of the TCRC and the Director of Labour Relations within 30 days.

6.0 **Cancellation Clause**

This Agreement is without precedent or prejudice to either party and can be cancelled upon thirty days written notice by either party.

Date signed _____

Don Becker
TCRC Local Chairman - Engineers
Medicine Hat, Alberta

Brett Weisgerber
TCRC Local Chairman- CTY
Medicine Hat, Alberta

Greg Wells
TCRC Local Chairman Trainmen
Calgary Alberta

Doug Edward
TCRC Local Chairman-CTY
Medicine Hat, Alberta

George Seiller
TCRC Local Chairman- Engineers
Lethbridge, Alberta


Greg Crawford
TCRC Local Chairman- CTY
Lethbridge, Alberta

Greg Lawrenson
TCRC Local Chairman - Engineers
Calgary, Alberta

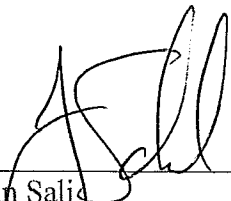
Don Kelly
TCRC Local Chairman Cond.
Calgary, Alberta

Mike MacDonald

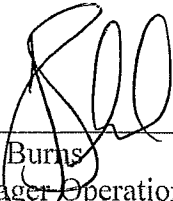
TCRC Local Chairman - Yard
Calgary, Alberta




Craig Ruff (for)
Manager Operations
Medicine Hat, Alberta



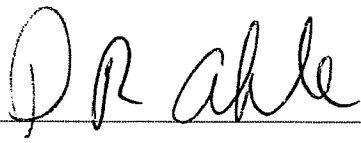
Kevin Salic (for)
Manager Operations
Lethbridge, Alberta



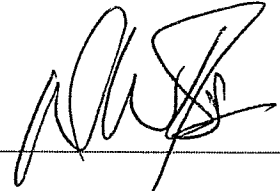
John Burns (for)
Manager Operations
Calgary, Alberta



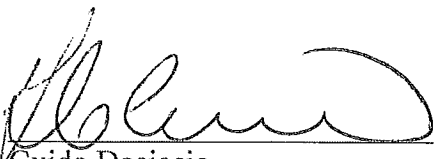
Tim Schumacher
Service Area Manager
Alberta



Dave Able
General Chairman Engineers



Dave Olson
General Chairman CTY



Guido Deciccio
Vice President Canadian Operations