

Memorandum of Agreement
between
Canadian Pacific Railway
and
The Canadian Council of Railway Operating Unions
(Brotherhood of Locomotive Engineers and United Transportation Union)
in regard to the
Operation of trains over more than one subdivision at the Calgary Terminal

1.0 SCOPE & AGREEMENT COVERAGE

- 1.01 In recognition of the congestion in Alyth Yard, the parties have agreed to provide flexibility to run through Alyth terminal and to originate and terminate trains at Keith, Beddington and Shepard on the Laggan, Red Deer and Brooks Subdivisions.
- 1.02 Articles 30.09 and 37.02 of the BLE and UTU West collective agreements respectively are relaxed to the point that trains operated on the Laggan, Red Deer, Brooks and Macleod Subdivisions may originate and/or terminate at Keith, on the Laggan Subdivision; at Beddington, on the Red Deer Subdivision and at Shepard, on the Brooks Subdivision subject to the conditions outlined in this agreement.
- 1.03 All running trade employees operating trains on the Laggan, Red Deer, Brooks and/or Macleod Subdivisions are covered by this agreement.

2.0 EFFECTIVE DATE

- 2.01 The effective date of this operational change will be upon ratification of the agreement by Council.

3.0 RATES OF PAY

- 3.01 When a train is operated "long" (over more than one subdivision in accordance with the provisions of clause 5.0 of this agreement), crews will be paid 38 miles in addition to the payment for their normal tour of duty.

NOTE: Payment of 38 miles is in recognition of crew operating on more than one subdivision and will not be used to make up a minimum day but will be included in the calculation of an individual's monthly maximum mileage limitation.

3.02 When a train is operated "short" of the current terminal, (e.g. between Beddington and Red Deer [129]; between Keith and Field [166] or between Shepard and Medicine Hat [200],) crews will be considered to have completed a fixed mileage trip to or from Alyth and will be paid in accordance with the current fixed mileage rate in the collective agreement as noted in brackets in this clause.

4.0 LOCOMOTIVE CABS:

4.01 The provisions of Articles 26.04 and 34.11 of the BLE and UTU West collective agreements in regard to the servicing of locomotives at Calgary remain unchanged by this agreement.

4.02 If required to return from Keith, Beddington or Shepard operating with light units only, after yarding trains at those locations, employees will not be required to ride on the leading end of a locomotive consist in the event that the leading unit isn't equipped with a cab that is able to be occupied, such as a 'slug' type of unit.

NOTE: The intent of clause 4.02 is that a crew member will not be required to ride the leading end of a movement being shoved back to Alyth from either Keith, Beddington or Shepard. Crewmembers will be able to ride in a locomotive cab when required to return to Alyth.

5.0 GENERAL OPERATION OF "LONG" RUNS:

5.01 Trains are operated "long" when required to operate over more than on subdivision

5.02 When run "long," and the train, including the locomotive consists is yarded at the initial or destination terminal of Keith, Beddington or Shepard, these locations will be considered to be the initial or final terminal for that train with all rules and payments associated with the initial or final terminal contained in the applicable collective agreement(s) in effect at those locations. In such circumstances, Alyth will be considered an enroute location and the rules applicable to payment and other conditions for enroute locations will apply at Alyth.

- 5.03 When run long and the train or locomotive consist either commences or completes the tour of duty at Alyth, Alyth will be considered the initial or final terminal for that train with all rules and payments associated with the initial or final terminal contained in the applicable collective agreement(s) in effect at those locations. In such circumstances, Keith, Beddington or Shepard will be considered as an enroute location and all the rules applicable to payment and other conditions at those locations will apply at Keith, Beddington or Shepard
- 5.04 Notwithstanding whether a train is run short or long, conditions for payment for the NR (\$80.00) premium payment as outlined in Articles 27 and 29 of the BLE and UTU West collective agreements remain at the current Outer Main Track Switch points.
- 5.05 Crews contacted en route and asked to protect trains terminating at Keith, Beddington or Shepard will be advised by the RTC when known that the trains are planned to be operated "long".
- 5.06 Current Yard Switching Limits, Outer Main Track Switches and/or designated points are unaffected by this agreement.
- 5.07 Local Company and CCROU representatives will meet to determine appropriate levels of familiarization on "long" runs. No employee will be required to operate "long" unless and until they have been adequately familiarized on the extended territory. If the local representatives cannot agree on appropriate levels of familiarization, the General Manager and/or his representative and the General Chairs and/or their representative will meet to resolve the issue as expeditiously as possible.

6.0 RATIFICATION

- 6.01 This agreement is subject to ratification of the membership of the Council as prescribed by the Council, BLE and UTU constitutions and will not come into effect until the Company has been notified that the ratification process has been completed and was positive.

7.0 WITHOUT PRECEDENT OR PREJUDICE

- 7.01 This agreement is made without precedent or prejudice to the positions of either party and cannot be used in any other forum, negotiation or arbitration without the expressed, written consent of both parties.

8.0 CANCELLATION

8.01 This agreement may be cancelled by either party upon the expiration of sixty (60) days written notice.

SIGNED AT CALGARY, ALBERTA, this 17th day of SEPTEMBER 2002.

FOR THE COMPANY:

FOR THE COUNCIL:



for

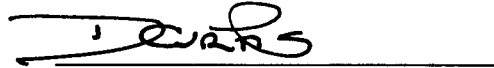
M. Franczak
General Manager
Canadian Pacific Railway



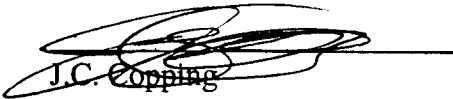
L.O. Schillaci
General Chairperson,
Canadian Council of Railway
Operating Unions (UTU)



C.D. Carroll
Director, Labour Relations
Canadian Pacific Railway



D.C. Curtis
General Chairman,
Canadian Council of Railway
Operating Unions (BLE)



J.C. Copping
Manager, Labour Relations
Canadian Pacific Railway