

Archived Collective Agreement

between

Canadian Pacific Railway

and the

**Teamsters Canada Rail Conference
Conductors, Trainmen, Baggage-men
Car Retarder Operators, Switchtenders
And Yardmen**

Employed in Canada

by

Canadian Pacific Railway

West of Thunder Bay, Ontario

Preamble

The language contained in the previous Collective Agreement, the Method of Pay Change Document and the Memoranda of Agreements signed over the years will prevail over the language in this archived document in the event of any discrepancy between them.

TABLE OF CONTENTS

ARTICLE 1 RATES OF PAY	1
1.01 PASSENGER SERVICE.....	1
1.02 HANDLING LESS THAN CARLOAD MERCHANDISE.....	5
1.03 HANDLING GOVERNMENT MAIL.....	5
1.04 COMBINATION RUNS.....	6
1.06 WEST OF CROWSNEST TO NELSON.....	7
1.07 BETWEEN LAKE LOUISE WEST AND FROM NELSON WEST	7
1.08 EMPLOYEES WHO ENTERED TRAIN SERVICE PRIOR TO DECEMBER 1, 1959.....	7
1.10 WEST OF CROWSNEST TO NELSON.....	8
1.11 BETWEEN LAKE LOUISE AND REVELSTOKE	8
ARTICLE 2 PASSENGER SERVICE	9
Letter of 1985 re: Payment of crews in passenger service Former Appendix B-18	11
ARTICLE 3 SHORT TURNAROUND PASSENGER RUNS	12
ARTICLE 4 PASSENGER MONTHLY GUARANTEE	14
ARTICLE 5 EXTRA MILEAGE MADE BY PASSENGER CREWS.....	14
ARTICLE 6 CONSIST OF CREWS – PASSENGER TRAIN SERVICE.....	15
Letter or 1985 re: Via Rail Crew Size Former Appendix B-16.....	18
ARTICLE 7 PASSENGER TRAIN CREW HANDLING FREIGHT CARS	19
ARTICLE 8 HANDLING GOVERNMENT MAIL.....	19
ARTICLE 11 MIXED TRAIN SERVICE	19
ARTICLE 12 – FREIGHT SERVICE.....	20
12.05 OVERTIME ON LAGGAN SUBDIVISION.....	20
12.11 FREIGHT CREWS HANDLING PASSENGER TRAINS OUT OF VANCOUVER	20
12.13 MOUNTAIN PUSHER PAYMENT	20
ARTICLE 13 – CONVERSION OF RATES	21
13.01 CREWS REQUIRED TO LOAD OR UNLOAD WAY FREIGHT EN ROUTE	21
ARTICLE 17 – MONTHLY MILEAGES.....	21
17.03 HANDLING MAIL	21
ARTICLE 24 – ROAD SERVICE – DEAD HEADING.....	21
24.17 SPECIAL HARDSHIP	21
ARTICLE 25 – ROAD SERVICE – MISCELLANEOUS SERVICE.....	22
25.02 TURNING ENGINES OR OTHER EQUIPMENT	22
25.03 LOADING STOCK	22
25.04 CLEANING COACHES.....	22
25.06 HEATED CARS	22
25.08 PAYMENT FOR PERIODIC MEDICAL AND RULES EXAMS	22
ARTICLE 26 DOUBLE HEADING AND HELPING	23
ARTICLE 32 CABOOSE RULES.....	25
ARTICLE 33 RUN THROUGH POOLED CABOOSES	26
Letter of 1967 re: Run-Through (Pooled) Cabooses Former Appendix B-1	29
ARTICLE 34 ROAD SERVICE – CABOOSELESS TRAIN OPERATIONS.....	30
Letter of 1989 re: Cabooseless train implementation schedule Former Appendix B-28.....	32
Letter of 1989 re: Supply of kettle on Cabooseless train Former Appendix B-29	32
ARTICLE 35 – ROAD SERVICE – DEFECTIVE EQUIPMENT	33
35.02 BRASSING CARS	33
ARTICLE 38 – ROAD SERVICE – PREFERENCE OF WORK AND PROMOTION	33
38.02 PROMOTION TO BAGGAGEPERSON.....	33
ARTICLE 44.02 YARD SERVICE SENIORITY.....	33
ARTICLE 51 – YARD SERVICE – CONSIST OF YARD CREWS	34
51.02 YORKTON ASSIGNMENT	34
LIST OF YARD ASSIGNMENTS DECLARED REDUCIBLE	34

ARTICLE 53 EQUIPMENT OF ENGINES	37
ARTICLE 56 SWITCHING CABOOSES	37
ARTICLE 61 SWITCHTENDERS	37
MISCELLANEOUS LETTERS	39
Letter of 1974 re: Resthouses Former Appendix B-3	39
Letter of 1974 re: Accommodations Former Appendix B-4.....	40
Letter of 1976 re: Accommodations Former Appendix B-6.....	41
Letter of 1985 re: Calling of crews Former Appendix B-17	42
Letter of 1988 re: Wages lost due to Medical or Rules Former Appendix B-19	43
Letter of 1988 re: Calling rules when phone is busy or dead Former Appendix B-20	44
Letter of 1988 re: Two hour call unless locally agreed Former Appendix B-22	45
Letter of 1988 re: Cab design of new Locomotives Former Appendix B-27	46
Letter of 1989 re: Handling of wage claims and grievances Former Appendix B-34	47
Letter of 1988 re: Locomotive Cab Conditions Former Appendix B-43	48
Letter of 1992 re: Advancement to Conductor and Engineer Former Appendix B-47.....	49
Letter of 1992 re: BWP calculations when held out of service Former Appendix B-50	50
Letter of 1992 re: Board Adjustments and Local Practices Former Appendix B-51	51
Letter of 1992 re: Potential retirement opportunities Former Appendix B-52	52
Letter of 1992 re: Inter Divisional Runs Former Appendix B-60	54
Letter of 1995 re: Health and Safety Former Appendix B-71	55
Letter of 1998 re: Internal Detour Former Appendix B-78	56
Letter of 1998 re: Can Alert Former Appendix B-79	57
Fact Finding Process.....	58

ARTICLE 1 RATES OF PAY

1.01 Passenger Service

(a) Passenger Service- Article 2(a)

- (1) Rates of pay for trainmen on trains propelled by steam or other motive power shall be:

Effective January 1, 2003				
	Per Mile Cents	Step Rates		
		85% Cents	90% Cents	95% Cents
Conductor	97.72	83.06	87.95	92.83
Asst. Conductor	84.90	72.17	76.41	80.66
Baggageman	80.07	68.06	72.06	76.07
Brakeman	78.83	67.01	70.95	74.89

Effective January 1, 2004				
	Per Mile Cents	Step Rates		
		85% Cents	90% Cents	95% Cents
Conductor	100.65	85.55	90.59	95.62
Asst. Conductor	87.45	74.33	78.71	83.08
Baggageman	82.47	70.10	74.22	78.35
Brakeman	81.19	69.01	73.07	77.13

Effective January 1, 2005				
	Per Mile Cents	Step Rates		
		85% Cents	90% Cents	95% Cents
Conductor	103.17	87.69	92.85	98.01
Asst. Conductor	89.64	76.19	80.68	85.16
Baggageman	84.53	71.85	76.08	80.30
Brakeman	83.22	70.74	74.90	79.06

Effective January 1, 2006				
	Per Mile Cents	Step Rates		
		85% Cents	90% Cents	95% Cents
Conductor	106.27	90.33	95.64	100.96
Asst. Conductor	92.33	78.48	83.10	87.71
Baggageman	87.07	74.01	78.36	82.72
Brakeman	85.72	72.86	77.15	81.43

- (2) On the Mountain, Shuswap, Arrow Lake, Okanagan, Boundary, Rossland, Slocan, Kaslo and Carmi Subdivisions and on the Princeton Subdivision between Penticton and Mileage 112.7 regularly assigned passenger trainmen who entered train service prior to December 1, 1959, shall have added to the rates shown in the preceding table a differential of:

Conductors	0.92 cents per mile
Asst. Conductors	0.79 cents per mile
Baggagemen	0.73 cents per mile
Brakemen	0.63 cents per mile

- (3) In all passenger service the earnings for each day service is performed (straight-away or turnaround) shall not be less than:

Effective January 1, 2003				
		Step Rates		
		85%	90%	95%
Conductor	\$97.72	\$83.06	\$87.95	\$92.83
Asst. Conductor	\$84.90	\$72.17	\$76.41	\$80.66
Baggageman	\$80.07	\$68.06	\$72.06	\$76.07
Brakeman	\$78.83	\$67.01	\$70.95	\$74.89
Effective January 1, 2004				
		Step Rates		
		85%	90%	95%
Conductor	\$100.65	\$85.55	\$90.59	\$95.62
Asst. Conductor	\$87.45	\$74.33	\$78.71	\$83.08
Baggageman	\$82.47	\$70.10	\$74.22	\$78.35
Brakeman	\$81.19	\$69.01	\$73.07	\$77.13
Effective January 1, 2005				
		Step Rates		
		85%	90%	95%
Conductor	\$103.17	\$87.69	\$92.85	\$98.01
Asst. Conductor	\$89.64	\$76.19	\$80.68	\$85.16
Baggageman	\$84.53	\$71.85	\$76.08	\$80.30
Brakeman	\$83.22	\$70.74	\$74.90	\$79.06
Effective January 1, 2006				
		Step Rates		
		85%	90%	95%
Conductor	\$106.27	\$90.33	\$95.64	\$100.96
Asst. Conductor	\$92.33	\$78.48	\$83.10	\$87.71
Baggageman	\$87.07	\$74.01	\$78.36	\$82.72
Brakeman	\$85.72	\$72.86	\$77.15	\$81.43

except that for regularly assigned Passenger Trainmen entitled to the differential specified above, the earnings for each day service is performed shall not be less than:

Effective				
	Jan. 1,2003	Jan. 1,2004	Jan. 1,2005	Jan. 1,2006
Conductor	\$98.64	\$101.57	\$104.09	\$107.19
Asst. Conductor	\$85.69	\$88.24	\$90.43	\$93.12
Baggageman	\$80.80	\$83.20	\$85.26	\$87.80
Brakeman	\$79.46	\$81.82	\$83.85	\$86.35
A minimum of:				
Effective January 1, 2003				
	Step Rates			
	85%	90%	95%	
Conductor	\$4,491.52	\$3,817.79	\$4,042.37	\$4,266.94
Asst. Conductor	\$3,903.11	\$3,317.64	\$3,512.80	\$3,707.95
Baggageman	\$3,678.55	\$3,126.77	\$3,310.70	\$3,494.62
Brakeman	\$3,581.27	\$3,044.08	\$3,223.14	\$3,402.21
Effective January 1, 2004				
	Step Rates			
	85%	90%	95%	
Conductor	\$4,626.27	\$3,932.33	\$4,163.64	\$4,394.96
Asst. Conductor	\$4,020.20	\$3,417.17	\$3,618.18	\$3,819.19
Baggageman	\$3,788.91	\$3,220.57	\$3,410.02	\$3,599.46
Brakeman	\$3,688.71	\$3,135.40	\$3,319.84	\$3,504.27
Effective January 1, 2005				
	Step Rates			
	85%	90%	95%	
Conductor	\$4,741.93	\$4,030.64	\$4,267.74	\$4,504.83
Asst. Conductor	\$4,120.71	\$3,502.60	\$3,708.64	\$3,914.67
Baggageman	\$3,883.63	\$3,301.09	\$3,495.27	\$3,689.45
Brakeman	\$3,780.93	\$3,213.79	\$3,402.84	\$3,591.88
Effective January 1, 2006				
	Step Rates			
	85%	90%	95%	
Conductor	\$4,884.19	\$4,151.56	\$4,395.77	\$4,639.98
Asst. Conductor	\$4,244.33	\$3,607.68	\$3,819.90	\$4,032.11
Baggageman	\$4,000.14	\$3,400.12	\$3,600.13	\$3,800.13
Brakeman	\$3,894.36	\$3,310.21	\$3,504.92	\$3,699.64

per month respectively, will be paid regularly assigned passenger trainmen exclusive of overtime, switching and initial and final terminal time.

- (4) Except as specified in Paragraph 5, the passenger monthly guarantees divided by the mileage rates give the following monthly guarantees in round numbers:

Effective January 1, 2003				
		Step Rates		
		85%	90%	95%
Conductor	4,596	4,596	4,596	4,597
Asst. Conductor	4,597	4,597	4,597	4,597
Baggageman	4,594	4,594	4,594	4,594
Brakeman	4,543	4,543	4,543	4,543
Effective January 1, 2004				
		Step Rates		
		85%	90%	95%
Conductor	4,596	4,597	4,596	4,596
Asst. Conductor	4,597	4,597	4,597	4,597
Baggageman	4,594	4,594	4,594	4,594
Brakeman	4,543	4,543	4,543	4,543
Effective January 1, 2005				
		Step Rates		
		85%	90%	95%
Conductor	4,596	4,596	4,596	4,596
Asst. Conductor	4,597	4,597	4,597	4,597
Baggageman	4,594	4,594	4,594	4,595
Brakeman	4,543	4,543	4,543	4,543
Effective January 1, 2006				
		Step Rates		
		85%	90%	95%
Conductor	4,596	4,596	4,596	4,596
Asst. Conductor	4,597	4,597	4,597	4,597
Baggageman	4,594	4,594	4,594	4,594
Brakeman	4,543	4,543	4,543	4,543

- (5) For regularly assigned passenger trainmen who entered train service prior to December 1, 1959, the passenger monthly guarantees divided by the mileage rates give the following monthly mileages:

On the territory specified in Paragraph 2:

Effective				
	Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
Conductor	4,553	4,555	4,556	4,557
Asst. Conductor	4,555	4,556	4,557	4,558
Baggageman	4,553	4,554	4,555	4,556
Brakeman	4,507	4,508	4,509	4,510

When a run extends over territory covered by two rates of pay, the monthly mileages will be computed on a pro rata basis according to the miles operated in each territory.

1.02 Handling less than carload merchandise

- (b) Handling Less Than Carload Merchandise
- (1) The Company will designate by bulletin those passenger trainmen on all passenger runs who are required to assist in the handling of less than carload merchandise from the station to the car door, or vice versa.
- (2) Each passenger trainman so designated will be paid:

Effective			
Jan. 1,2003	Jan. 1,2004	Jan. 1,2005	Jan. 1,2006
\$84.64	\$87.18	\$89.36	\$92.04

per weekly pay period for this service, except as otherwise provided in this Clause (b).

- (3) A regular trainman on such runs, who works only part of a bi-weekly pay period, including trainmen off under mileage regulations, will receive his due proportion of this amount, and the man or men relieving him will also receive their due proportion. Bi-weekly compensation will be apportioned on the basis of the number of trips made by each man.
- (3) The terms of this Clause shall not operate so as to conflict with the trainmen's duties in respect to the operation of his train.

1.03 Handling Government Mail

- (c) Handling Government Mail - Article 8
- (1) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery, between or at terminals any sacks of Her Majesty's mail on runs which regularly handle same, will be paid the sum of:

Effective			
Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
\$53.12	\$54.71	\$56.08	\$57.76

per bi-weekly pay period therefore.

- (2) Train baggagemen who are only intermittently required to handle mail as described above, by reason of their being assigned to trains in pool or other service, some of which do not regularly carry mail will be compensated therefore on the basis of:

Effective			
Jan. 1,2003	Jan. 1,2004	Jan. 1,2005	Jan. 1,2006
\$5.74	\$5.91	\$6.06	\$6.24
per trip with a maximum of:			
Effective			
Jan. 1,2003	Jan. 1,2004	Jan. 1,2005	Jan. 1,2006
\$53.12	\$54.71	\$56.08	\$57.76
per bi-weekly pay period.			

On short turnaround runs a round trip will be considered a trip within the meaning of this Clause.

1.04 Combination Runs

(d) Combination Runs

Crews assigned to runs, a portion of which is passenger and the balance mixed or freight or both, will be paid mileage rate for each class of train, but not less than the minimum passenger rates, exclusive of overtime, initial and final terminal time and switching.

On the Westminster Subdivision for crews in assigned passenger, mixed and other services combined, 100 miles or less, eight consecutive hours or less to constitute a day's work, Conductors to be paid not less than:

Effective January 1, 2003			
	Step Rates		
	85%	90%	95%
\$4,487.96	\$3,814.77	\$4,039.16	\$4,263.56
Effective January 1, 2004			
	Step Rates		
	85%	90%	95%
\$4,622.60	\$3,929.21	\$4,160.34	\$4,391.47
Effective January 1, 2005			
	Step Rates		
	85%	90%	95%
\$4,738.17	\$4,027.44	\$4,264.35	\$4,501.26
Effective January 1, 2006			
	Step Rates		
	85%	90%	95%
\$4,880.32	\$4,148.27	\$4,392.29	\$4,636.30
and Brakemen not less than:			
Effective January 1, 2003			
	Step Rates		
	85%	90%	95%
\$3,689.32	\$3,135.92	\$3,320.39	\$3,504.85
Effective January 1, 2004			
	Step Rates		
	85%	90%	95%
\$3,800.00	\$3,230.00	\$3,420.00	\$3,610.00
Effective January 1, 2005			
	Step Rates		
	85%	90%	95%
\$3,895.00	\$3,310.75	\$3,505.50	\$3,700.25
Effective January 1, 2006			
	Step Rates		
	85%	90%	95%
\$4,011.85	\$3,410.07	\$3,610.67	\$3,811.26

for calendar month. All time in excess of 224 hours in any month to be paid as overtime pro rata.

1.06 West of Crowsnest to Nelson

West of Crowsnest to Nelson, Conductors, Baggage men and Brakemen who entered train service prior to December 1, 1959, will be paid a differential of 13 cents per 100 miles in addition to the above through freight rates, making rates for:

Effective				
	Jan 1, 2003	Jan 1, 2004	Jan 1, 2005	Jan 1, 2006
Conductors	\$136.30	\$140.39	\$143.90	\$148.21
Baggage men and Brakemen	\$119.91	\$123.50	\$126.58	\$130.37
Required Brakemen	\$125.90	\$129.67	\$132.90	\$136.88

1.07 Between Lake Louise West and From Nelson West

Conductors, Baggage men and Brakemen who entered train service prior to December 1, 1959 will receive in addition to the above rates a differential of:				
Between Lake Louise and Revelstoke (Mountain Rates)				
Conductors	\$1.32	Per 100 Miles		
Baggage men and Brakemen	\$1.30	Per 100 Miles		
Effective				
Making Rate For	Jan 1, 2003	Jan 1, 2004	Jan 1, 2005	Jan. 1, 2006
	Per 100 Miles			
Conductors	\$137.49	\$141.58	\$145.09	\$149.40
Baggage men and Brakemen	\$121.67	\$125.28	\$128.38	\$132.19
Required Brakemen	\$127.69	\$131.48	\$134.73	\$138.73

1.08 Employees who entered train service prior to December 1, 1959

Conductors, Baggage men and Brakemen who entered train service prior to December 1, 1959 will receive in addition to the above rates a differential of:				
Between Castlegar and Midway on the Boundary Subdivision; on the Kaslo, Slocan, Rossland, Carmi Subdivisions and Between Penticton and Brookmere on the Princeton Subdivision:				
(Semi Mountain Rate)				
Conductors	\$1.13	Per 100 Miles		
Baggage men and Brakemen	\$0.96	Per 100 Miles		
Effective				
Making Rate For	Jan 1, 2003	Jan 1, 2004	Jan 1, 2005	Jan. 1, 2006
	Per 100 Miles			
Conductors	\$137.30	\$141.39	\$144.90	\$149.21
Baggage men and Brakemen	\$121.33	\$124.94	\$128.04	\$131.85
Required Brakemen	\$127.35	\$131.14	\$134.39	\$138.39

1.10 West of Crowsnest to Nelson

West of Crowsnest to Nelson, Conductors, Baggage men and Brakemen who entered train service prior to December 1, 1959 will be paid a differential of 13 cents per 100 miles in addition to the above (prairie) wayfreight rates making wayfreight rates for :				
	Effective			
	Jan 1, 2003	Jan 1, 2004	Jan 1, 2005	Jan. 1, 2006
Conductors	\$142.47	\$146.74	\$150.41	\$154.92
Baggage men and Brakemen	\$124.80	\$128.54	\$131.75	\$135.70
Required Brakemen	\$131.03	\$134.96	\$138.33	\$142.48

1.11 Between Lake Louise and Revelstoke

Conductors, Baggage men and Brakemen who entered train service prior to December 1, 1959 will receive in addition to the above rates a differential of:				
Between Lake Louise and Revelstoke				
Conductors	\$1.32	Per 100 Miles		
Baggage men and Brakemen	\$1.30	Per 100 Miles		
	Effective			
Making Wayfreight Rates For	Jan 1, 2003	Jan 1, 2004	Jan 1, 2005	Jan. 1, 2006
	Per 100 Miles			
Conductors	\$143.66	\$147.93	\$151.60	\$156.11
Baggage men and Brakemen	\$126.56	\$130.32	\$133.55	\$137.52
Required Brakemen	\$132.82	\$136.77	\$140.16	\$144.33
Between Castlegar and Midway on the Boundary Subdivision; on the Kaslo, Slocan, Rossland, Carmi Subdivisions and between Penticton and Brookmere on the Princeton Subdivision:				
Conductors	\$1.13	Per 100 Miles		
Baggage men and Brakemen	\$0.96	Per 100 Miles		
	Effective			
Making Wayfreight Rates For	Jan 1, 2003	Jan 1, 2004	Jan 1, 2005	Jan. 1, 2006
	Per 100 Miles			
Conductors	\$143.47	\$147.74	\$151.41	\$155.92
Baggage men and Brakemen	\$126.22	\$129.98	\$133.21	\$137.18
Required Brakemen	\$132.48	\$136.43	\$139.82	\$143.99
Miles in Excess of 100 will be paid at the mileage rates provided.				

ARTICLE 2 PASSENGER SERVICE

Passenger Service

(a) For rates of pay see Article 1, Clause (a).

(b) Initial Terminal Time

Trainmen shall be paid initial terminal time including switching on the minute basis at 20 miles per hour at passenger rates from time required to report for duty until departure from station at initial terminal.

Members of a crew may be used individually for service incidental to their own train prior to departure from the initial station. When switching is performed not less than three of a crew will be on duty. Switching does not include taking locomotive or self-propelled equipment from shop or tie-up track.

For the purpose of complying with this clause, switching will include picking up a car or cars or doubling over train.

When the crew is not called to report for duty as a unit, the conductor will be advised of the times other crewmembers were called to report for duty.

(c) (1) Junction Switching

Trainmen required to set off, switch or pick up at Canadian Pacific Junction points will be paid on the basis of 20 miles per hour at passenger rates from the time of arrival until departure of the train. If picking up or setting out a diesel unit or units is the only service performed the provisions of this clause will not apply. The term "unit or units" mean a unit or units that were operated or are to be operated by the engineer on the run on which the service is performed.

At stations where the actual junction point is within 2 miles of the outer switches, payment for junction switching will be allowed.

Time so paid for will be deducted in computing overtime.

(2) Turnaround Runs

On turnaround assignments over 80 miles one way, actual road mileage for round trip will be counted as mileage of run and payment will be made on the basis of road miles or road time whichever is the greater. All time at the turnaround point from arrival at until departure from the station will be paid for on the minute basis at 20 miles per hour at passenger rates.

Time so paid for will be deducted in computing overtime.

When other passenger trains are turned at intermediate points, time at the turnaround point will be paid on the same basis.

(3) Intermediate Terminals

When crews are run over more than one subdivision actual time occupied in switching at terminal points of the subdivisions on which crews are run will be paid on the basis of 20 miles per hour at passenger rates. If picking up or setting out a diesel unit or units is the only service performed the provisions of this clause will not apply. The term "unit or units" means a unit or units that were operated or are to be operated by the engineer on the run on which the service is performed. When an intermediate terminal is also a junction point, the provisions of Clause (c)(1) will apply.

Time so paid for will be deducted in computing overtime.

(d) Road Miles and Road Time

Road miles will be the distance from the station at initial terminal to the station at final terminal. Road time will commence when payment for initial terminal time stops and will end when payment for final terminal time begins.

On runs other than short runs as per Article 3, overtime will commence when road miles run average less than 20 miles per hour and will be paid on the minute basis of 20 miles per hour at pro rata rates except as provided in Clause (f). On the subdivisions specified in Article 1, Clause (a) paragraph (2) where differentials apply for regularly assigned passenger trainmen who entered train service prior to December 1, 1959, overtime will be computed on a speed basis of 15 miles per hour.

In computing overtime, all mileage paid for, such as doubling, but not including time payments converted to miles, will be included in the road mileage.

See Appendix B-18)

(e) Final Terminal Time

Trainmen shall be paid final terminal time, including switching, on the minute basis at 20 miles per hour at passenger rates from the time of arrival at the station at the final terminal until released from duty.

Members of train crews may be required on arrival at the objective terminal to render individually any service required incidental to the trip just completed. When any member of the crew is used individually, the balance of the crew will be relieved from all responsibility and the man used to perform this service will be paid his regular rate in the class of service employed for all time occupied.

If switching is required, not less than three of the crew will be on duty and will be paid final terminal switching for all time so used, computed from the time train stops at station. Switching does not include taking locomotive or self-propelled equipment to the shop or tie-up track.

When trainmen are held for any other service, they will be entitled to all time so held computed from the time train stops at station.

The man used individually for service at the objective terminal will submit his own wage ticket from this service.

Time paid for under this Clause (e) will not be included when computing overtime.

(See Appendix B-18).

(f) Freight and Mixed Trainmen Running Passenger Trains

Freight or mixed trainmen running passenger trains will be paid through freight rates, unless relieving regular passenger trainmen on their assigned runs who are on leave of absence or who are not in service, when they will be paid schedule rates of the corresponding men relieved.

Crews paid freight rates under this clause will be paid for overtime earned, if any, on the basis of 12-1/2 miles per hour.

Letter of 1985 re: Payment of crews in passenger service Former Appendix B-18

November 15, 1985

Mr. B. Marcolini
General Chairman
United Transportation Union
1570 Brimley Road
Scarborough, Ontario
M1P 3G9

Mr. J.H. McLeod
General Chairman
United Transportation Union
403-630 -- 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Dear Sirs:

This has reference to discussions during negotiations concerning United Transportation Union Regional Demand No. 15 relating to payment to crew members in Passenger Service who are delayed within the initial or final terminal account watering and/or fuelling of the train.

During discussions, you indicated that at various locations, specifically, North Bend, Thunder Bay, Schreiber, Chapleau and Parry Sound, passenger trains were being delayed account watering and/or fuelling while within the initial or final terminal and close to the proximity of the station but not at the station. Accordingly, terminal time payment would not be provided for while watering and/or fuelling account the train was not at the station but yet was very close to it, in some instances, only a few hundred yards. Indeed, you cited examples whereby, at the initial terminal, the train would depart; only to stop a short distance thereafter in order to water and/or fuel the train. On the other hand, at the final terminal and prior to but within a short distance of the station, the train would stop to water and/or fuel. In some distances, passengers would even entrain or detrain at that point. When the watering and/or fuelling was completed, the train would commence a few hundred yards to the station where a crew change would take place.

This would confirm the understanding reached during negotiations that should the passenger train be delayed within the initial terminal at the above indicated locations for purposes of watering and/or fuelling the train, initial terminal time will continue until servicing is completed. Should the passenger train be delayed within the final terminal at the above indicated locations, for the purpose of watering and/or fuelling the train, then final terminal time will commence at the time that the train is stopped to take on water and/or fuel.

Should other situations develop at other locations with conditions similar to above, then the same considerations will be given at those locations.

Yours truly,

(Sgd.) R.J. Pelland
(for) Manager, Labour Relations

ARTICLE 3 SHORT TURNAROUND PASSENGER RUNS

Short Turnaround Passenger Runs

- (a) Rates of pay and guarantees for Trainmen in short turnaround passenger service, propelled by steam or other motive power, will be the same as those provided in Clause (a) of Article 1.
- (b) On short turnaround passenger runs no single trip of which exceed 80 miles in one direction, including suburban service, overtime shall be paid for all time actually on duty, or held for duty in excess of 8 hours (computed on each run from the time required to report for duty to end of that run) within 9 consecutive hours; and also for all time in excess of 9 consecutive hours, computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour.

This rule applies regardless of mileage made.

The Company will designate the initial trip by bulletin for the purpose of calculating overtime.

- (c) Overtime
The hourly overtime rate shall be the daily rate divided by eight. The daily rate is the monthly guarantee divided by the number of days the run is scheduled to work in the month.
- (d) Payment in respect of initial and final terminal time, including switching, junction switching, time at turnaround points and overtime as provided in Article 2, Clause (d) do not apply to short turnaround passenger service. In short turnaround passenger service road miles are the actual miles run. Otherwise the provisions of Article 2 apply. Work incidental to turning or storing trains will be paid for as switching and time so paid for will be deducted in computing overtime.

Example 1:

Trainman in short turnaround service, making several turns from 0700 to 1700, is released 61 minutes at some period during the day. If the release period terminated not later than 9 hours after the trainman first went on duty, 60 minutes of such release period is deductible in the calculation of overtime and in such case the trainman is entitled to one-hour overtime. If release period began prior to but terminated after 9 hours from the time the trainman first went on duty, only that portion of such release period, which was prior to the end of the 9th hour, is deductible in the calculation of overtime.

Example 2:

Trainman in short turnaround service from 0800 to 2000 is relieved during this period several times for a few minutes -- 10, 15, 25 and in one case 59 minutes.

Due to the fact that trainman was not relieved over one hour in any one period, continuous time is allowed, and trainman is entitled to 4 hours overtime.

Example 3:

Trainman in short turnaround service starts work at 0600 relieved at 0900; again goes on duty at 1500 and is finally released at 2000.

Trainman is on duty or held for duty only 3 hours in the first 9 consecutive hours between 0600 and 1500; therefore no overtime accrues under the 8-hour provisions and he is entitled only to 5 hours overtime for the period from 1500 to 2000.

Example 4:

On a given day this trainman is held on duty in regular assignment from 0600 to 1430 and again goes on duty at 1531 being finally released at 2005.

Thirty minutes overtime has accrued in the first 9 consecutive hours, and in addition 5 hours and 5 minutes after the expiration of the first 9 hours (1500) or a total of 5 hours and 35 minutes overtime.

Example 5:

Trainman on duty from 0700 to 1530; resumes duty at 1800 and is relieved at 1900. Trainman on duty 8 hours and 30 minutes within the first 9 hour period, which produces 30 minutes overtime. Time in excess of 9 consecutive hours (1600 to 1900) 3 hours. Total overtime, 3 hours and 30 minutes.

Example 6:

Trainman on duty 0600 to 1200; resumes duty at 1330 and is relieved at 1900.

Trainman on duty 7 hours and 30 minutes within the first 9 hour period, is not entitled to any overtime therefore. Time in excess of 9 hours, 4 hours. Total overtime, 4 hours.

Example 7:

Trainman reports at 1600; relieved 0110; on duty 9 hours 10 minutes (9 hours expire 0100); resumes duty at 0300; released 0700; elapsed time 15 hours.

There having been no period of release in excess of 1 hour started prior to 9 hours after trainman first went on duty, the 8-within-9 provision is not applicable. Trainman is entitled to overtime from 2400 to 0700 or 7 hours.

Example 8:

Trainman leaves A, runs in south-easterly direction to B, distance 50 miles, thence in north-easterly direction to C, distance 32 miles. The same day makes reverse movement to terminal A, changes equipment at B, taking different train number.

The service is turnaround, but over 80 miles in one direction and, therefore, does not come under the 8-within-9 hour provision.

Example 9:

Trainman reports at A at 0800, runs 50 miles to B; relieved at 0945; resumes duty at B at 1100; runs through A to C, distance of 85 miles in one direction; relieved at 1330; resumes duty at C at 1610; runs 35 miles to A and is finally released at 1745; total distance 170 miles. This service is turnaround, but one leg is in excess of 80 miles in one direction and, therefore, does not come under the 8-within-9 provision.

Example 10:

Trainman assigned in short turnaround service operating between A and B, a distance of 50 miles in one direction, A being the home terminal, makes one and one-half trips, 150 miles daily, being released at opposite terminals alternate nights.

The 8-within-9 hour provisions apply to service so operated.

ARTICLE 4 PASSENGER MONTHLY GUARANTEE

Passenger Monthly Guarantee

- (a) Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord, shall receive not less than the monthly guarantee provided for in Article 1(a)(3).
- (b) Passenger trainmen who work only a portion of a month on any assigned run, will be paid not less than their full proportion of the monthly guarantee, pro rated according to the number of calendar days held on the assignment as related to the number of calendar days in that month.
- (c) Mileage made by regularly assigned passenger crews other than their regular trips on their assigned runs will not be used to make up their monthly guarantee. Overtime, switching, initial and final terminal time will not be used to make up the monthly guarantee.

ARTICLE 5 EXTRA MILEAGE MADE BY PASSENGER CREWS

Extra Mileage Made By Passenger Crews

- (a) **Extra Mileage Made by Passenger Crews**

Passenger trainmen will not be compelled to make extra mileage outside of their assigned trips, on their assigned runs, if possible to avoid it. Except as provided in Clause (c), regular passenger trainmen running extra passenger trains or making extra mileage on assigned runs other than their regular trips will be paid through freight rates and under through freight conditions.
- (b) **Manning Extra Passenger Trains**
 - (1) Any regularly set up trainman from the Seniority District over which the train is to be run may be used for the purpose of manning Royal Trains, Governor General's Train and President's Train.
 - (2) When a regular passenger crew is used for this purpose, the regular train will be operated by the first crew out in unassigned service.
 - (3) If the baggageman with the regularly assigned passenger crew is not required to make up the full crew (that is, Conductor and two Brakemen) for such special trains, he will remain with his assigned run and not be caused to lose time.
 - (4) When assigned trainmen are used and caused to lose time, they will be paid for time lost.
 - (5) All other extra passenger trains and regular passenger trains for which the regularly assigned crew is not available will be manned by the first crew out in unassigned service, except as provided for in sub-section (6).

(6) Self-Propelled Single or Multiple Car Service

When the crew consist requires a conductor only, the senior spare conductor available will be used.

When the crew consist requires a conductor and one brakeman or baggageman, the senior spare conductor available and the first man out on the freight brakemen's spareboard will be used.

When a conductor and 2 brakemen or a brakeman and baggageman are required, the first crew out in unassigned service will be used.

As an exception to the first and second paragraphs, the first crew out in unassigned service may be used.

When an extra train is run from a home terminal and is manned as provided for in the first and second paragraphs of this sub-section, the same trainmen may be used for a return trip on similar extra train and when necessary to meet crew consist requirements, additional men will be used. Trainmen used to man such extra trains will be returned deadhead on the first available train unless required to work back on another similar extra train. If held longer than 12 hours, Article 15 will apply. This paragraph does not involve payment of run-around as per Article 14(b).

(c) Delayed or Detoured Passenger Trains

Delayed or detoured regular passenger trains will not be considered extra trains when manned by their regular assigned men.

Passenger trainmen when detoured will be paid passenger rates for any extra mileage over regular assignment. Extra mileage not to apply against monthly guarantee. In any event, not less than the mileage of the regular assignment will be paid.

Crews may be changed over at meeting point of delayed or detoured passenger trains when practicable to do so.

ARTICLE 6 CONSIST OF CREWS – PASSENGER TRAIN SERVICE

Consists Of Crews -- Passenger Train Service

(a) Consist of Crews on Self-Propelled Equipment

Except as provided in Clause (b) of this Article, the consists of crews manning passenger trains will be: In self-propelled single and multiple car service and/or self-propelled and trailer car service:

(1) Single Car Service

(a) The crew shall consist of a conductor in single car service when checked baggage, mail or less than carload merchandise is not required to be handled by train crew.

Note: If necessary to meet the requirements of the service, a brakeman will be added.

(b) The crew shall consist of Conductor and baggageman in single car service when checked baggage, mail or less than carload merchandise is required to be handled by the train crew.

(2) Two Car Service

(a) The crew shall consist of conductor and 1 brakeman in 2 car service when checked baggage, mail or less than carload merchandise is not required to be handled by the train crew.

(b) The crew shall consist of conductor and baggageman in 2 car service when checked baggage, mail or less than carload merchandise is required to be handled by the train crew.

(3) More Than 2 Cars

- (a) The crew shall consist of conductor and 2 brakemen in more than 2 car service when checked baggage, mail or less than carload merchandise is not required to be handled by the train crew.
- (b) The crew shall consist of conductor, 1 brakeman and 1 baggageman in more than 2 car service when checked baggage, mail or less than carload merchandise is required to be handled by the train crew. If eight or more cars are handled, will have a conductor, baggageman and two brakemen.

Other passenger trains not handling a local baggage car will have a conductor and 2 brakemen; those handling a local baggage car will have a conductor, baggageman and 1 brakeman and if 8 or more cars are handled will have a conductor, baggageman and 2 brakemen.

One or two box baggage cars or refrigerator cars will count as one car and three or four as two cars.

(b) Consist of Crews

- (1) Should the Company desire to reduce the consist of any passenger train crew it shall notify the Local and General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on a reduced crew consist. The time and place, which shall be on the Region concerned or where runs extend over more than one Region on one of the Regions concerned, for the Company and Union representatives to meet shall be agreed upon within 21 calendar days from the date of such notice and the parties shall meet within 30 calendar days of the date of such notice. It is understood, however, that if the number of cases to be handled at any particular time make the time limits specified herein impractical, on request of either party, the parties shall mutually agree on a practical extension of such time limits.
- (2) The determination of whether or not the proposed crew consist reduction shall be made will be limited to and based on maintenance of adequate safety and that the reduced crew consist will not result in undue burden being placed on the members of the reduced crew.
- (3) If the parties do not reach agreement at the meeting referred to in Subsection (1) the Company may, by so advising the Local and General Chairman in writing, commence a survey period of one week of the operations concerned during which Union representatives may observe such operations. The survey shall commence not less than 10 and not more than 20 calendar days from the date of the Company's advice with respect to the survey period. The Local and General Chairman shall be advised of the results of the survey.
- (4) If, after completion of the survey period, the Union representatives oppose the implementation of a reduced crew consist, such representatives will identify the specific circumstances where, in their opinion, with a reduced crew consist adequate safety could not be maintained or that an undue burden would be placed on the members of the reduced crew and the reasons therefore. If agreement cannot be reached by the parties on the proposed crew consist reduction, the General Manager may by so advising the General Chairman in writing refer the dispute to the Canadian Railway Office of Arbitration for determination.
- (5) For the purpose of this Article, a trainman with a seniority date on or prior to December 31st, 1968, shall be known and designated as a "protected" trainman.
- (6) Where it has been determined by agreement or arbitration that a crew consist can be reduced such crew shall thereafter be a "reducible crew" and a brakeman's position on such reducible crew may be discontinued at any time thereafter provided that:
 - (a) no "protected" trainman is on laid-off status, or
 - (b) a "protected" trainman will not be on laid off status as a result thereof.

- (7) Where there are "reducible crews", an up-to-date list of such crews shall be posted at the terminals concerned, copies of which will be supplied to the Local and General Chairman.
- (8) A "protected" trainman East of Field and Kootenay Landing who has preferred rights in passenger service and who is assigned to the spareboard and who, but for the operation of a reduced crew in passenger service would be able to hold a regular position in passenger service, shall, provided he is available for service, be paid not less than he would have received had he occupied the reduced position. Such trainman will be regarded as being entitled to or holding a regular position for the purpose of applying Article 36, Clause (b).

Any other "protected" trainman who is assigned to the spareboard and who, but for the operation of a reduced crew in passenger service, would be able to hold a regular position, shall, provided he is available for service, be paid not less than the applicable through freight guarantee.

(c) Additional Brakeman

When an unassigned brakeman is used in addition to the regular crew he will be considered as forming part of the crew, and will accompany the latter to the full extent of the regularly assigned passenger run of the crew if required, and will be paid on the same basis as that governing the crew with whom he works. He will be returned deadhead on the first available train unless held to work back on another passenger train. If held longer than 12 hours Article 15 will apply.

Should the unassigned brakeman be taken off at a point short of terminal of the assigned run, he will be paid under the rates and provisions applying to the service.

Example:

Consist of train leaving Moose Jaw is 8 cars, reduced at Regina to 5 cars. Unassigned brakeman taken off at Regina returned deadhead to Moose Jaw would be paid passenger mileage at passenger rates Moose Jaw to Regina; time held at Regina at 20 miles per hour passenger rates; thereafter time on the minute basis of 12-1/2 miles per hour at through freight rates until arrival at Moose Jaw.

When more than 1 distributing baggage car is placed on a passenger train, sufficient baggagemen will be put on so that the work may be properly handled.

When an unassigned brakeman is used on a passenger train under the requirements of this clause, payment for service performed will not be less than the equivalent of 100 miles at through freight rates.

(d) Assistant Conductors

The rates of pay specified in Article 1 Clause (a) for Assistant Conductors apply only to men regularly assigned as such for a period of 2 weeks or more or to men relieving on such assignments. Men otherwise used as Assistant Conductors will be paid Conductors' passenger service rate.

Letter or 1985 re: Via Rail Crew Size Former Appendix B-16

November 15, 1985

Mr. B. Marcolini
General Chairman
United Transportation Union
1570 Brimley Road
SCARBOROUGH, Ontario
M1P 3G9

Mr. J.H. McLeod
General Chairman
United Transportation Union
403-630 -- 8th Avenue S.W.
CALGARY, Alberta
T2P 1G6

Dear Sirs:

This is in reference to Company Demand No. 23, concerning reduction in crew size on VIA trains, and our discussions during this round of negotiations.

This letter will confirm that it was understood that, while the Union was not prepared to agree to this demand, during the recent negotiations, the appropriate representatives of both the Union and the Company would meet during the closed period of the contract to examine and further discuss the issue of crew sizes in passenger service.

If the foregoing meets with your understanding of the matter, please so indicate in the designated space below.

Yours truly,

(Sgd.) R.J. Pelland
(for) Manager, Labour Relations

I concur:

(Sgd.) B. Marcolini
B. MARCOLINI
General Chairman
United Transportation Union

I concur:

(Sgd.) J.H. McLeod
J.H. McLEOD
General Chairman
United Transportation Union

ARTICLE 7 PASSENGER TRAIN CREW HANDLING FREIGHT CARS

Passenger Train Crew Handling Freight Cars

- (a) A passenger crew handling freight or boarding cars (not less than carload merchandise) en route will be paid through freight rates for the actual mileage between points such cars are handled.
- (b) A car equipped with a communicating signal line or a caboose shall not be considered as a freight car for the application of this rule when handled on a regular passenger train.

ARTICLE 8 HANDLING GOVERNMENT MAIL

Handling Government Mail

- (a) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery, between or at terminals, any sacks of Her Majesty's mail on runs which regularly handle same, will be paid the sum specified in Article 1, Clause (c)(1).
- (b) When a baggageman on such a run works only part of a bi-weekly pay period, including train baggagemen off under mileage regulations, he will receive his due proportion of this amount and the man or men relieving him will also receive their due proportion of same. Bi-weekly compensation will be apportioned on the basis of the number of trips made by each man.
- (c) Train baggagemen who are only intermittently required to handle mail as described above, by reason of their being assigned to trains in pool or other service, some of which do not regularly carry mail, will be compensated there for on the basis specified in Article 1, Clause (c)(2).

On short turnaround runs a round trip will be considered a trip within the meaning of this clause.

ARTICLE 11 MIXED TRAIN SERVICE

Former Article 10

Mixed Train Service

- (a) **Definition of Mixed Train**
A mixed train is a timetable train composed of freight cars, passenger coach or coaches and a baggage car, or freight cars and a combination car but does not include a freight train with only a passenger car attached.
- (b) **Rates of Pay**
Trainmen on mixed trains will receive the wayfreight rates of pay specified in Article 1, Clause (f).
- (c) **Guarantee**
Trainmen assigned to mixed train runs will be paid mileage or time at mixed train rates, with a guarantee of not less than the equivalent of 3000 miles per month at the through freight rate exclusive of switching and terminal time except that in the month of February the guarantee will be not less than 2800 miles per month at the mixed train rate, exclusive of switching and terminal time.

Mixed Train Trainmen who work only a portion of a month on any assigned run will be paid not less than their full proportion of the monthly guarantee, pro rated according to the number of calendar days held on the assignment as related to the number of calendar days in that month.

- (d) **Crew Consist**
Except as provided in Articles 9 and 9A, all mixed trains will have at least a conductor and two freight brakemen. One brakeman may be used to handle baggage and mail and when required to handle Her Majesty's mail, will be paid there for in accordance with Clauses (a), (b) and (c) of Article 8.
When a mixed train is manned with a Conductor, two freight brakemen and a baggageman, the baggageman will be taken from the brakemen with preferred passenger rights.
- (e) **Through Freight Conditions Applying to Mixed Train Service**
Except for Clauses (a), (c)2, (k) and (l), the provisions of Article 11 apply to mixed train service.

ARTICLE 12 – FREIGHT SERVICE

12.05 Overtime on Laggan Subdivision

Former Article 11(e) (3rd and 4th paragraphs)

Overtime on the Laggan Subdivision will be computed separately on the two portions of the line East and West of Lake Louise. On westbound trains, the overtime will be computed at 12-1/2 miles per hour at Prairie rates from the time the train leaves Calgary until arrival at Lake Louise, and at 12-1/2 miles per hour at Mountain rates from the time of arrival at Lake Louise until arrival at Field. On Eastbound trains, the overtime will be computed at 12-1/2 miles per hour at Mountain rates from the time the train leaves Field until arrival at Lake Louise, and at 12-1/2 miles per hour at Prairie rates from the time of arrival at Lake Louise until arrival at Calgary. Mountain rates apply only to trainmen who entered train service prior to December 1, 1959, and for trainmen who entered train service on or subsequent to December 1, 1959, Valley rates apply instead of Mountain rates.

12.11 Freight Crews Handling Passenger Trains Out Of Vancouver

Former Article 11 (k) Freight Crews Handling Passenger Trains out of Vancouver

Freight crews handling extra passenger trains or sections of regular passenger trains out of Vancouver for the east or vice versa, may run through Coquitlam without involving the payment of runarounds to crews then in Coquitlam, providing that the crews in Coquitlam will take their turn out when going to Vancouver to catch those extra passenger trains eastbound. It is understood, however, that freight crews handling such passenger trains will not be required to handle freight trains between Vancouver and Coquitlam in either direction. Crews so used will be paid actual mileage and overtime between Coquitlam and Vancouver and for all time at Vancouver at 12-1/2 miles per hour at through freight rates.

12.13 Mountain Pusher Payment

Former Article 11 (m) Mountain Pusher Payment

Trainmen operating trains on the Mountain Subdivision which during their tour of duty are assisted by manned pusher locomotives regardless of their location on the train will be paid 45 minutes at the rate applicable for the trip in addition to all other earnings.

Train crews operating trains required to have pusher engines cut in their train at Rogers will be paid an arbitrary of 30 minutes as payment for time at Rogers and a further 30 minutes for time at Stoney Creek for cutting out of pusher engines. In the event pusher engines are cut out of the train at Glacier or Albert Canyon, rather than at Stoney Creek, the arbitrary will be paid for time at either point whichever applies. Engine crews of pusher engines will perform the necessary work of coupling and uncoupling trains to cut pusher engines in and out at these locations.

ARTICLE 13 – CONVERSION OF RATES

13.01 Crews Required to Load or Unload Way Freight En Route

Former Article 12 (a)

Through freight and irregular crews required en route to load or unload way freight (less than carload merchandise), material incidental to Company's Store cars (excluding scrap) or to distribute water, will be paid way freight rates on the basis of 12-1/2 miles per hour for the time so occupied, but not in excess of way freight rates for the full trip, such time to be deducted in computing overtime.

ARTICLE 17 – MONTHLY MILEAGES

17.03 Handling Mail

Former Article 16(a) (3rd paragraph)

Allowances for handling mail and/or L.C.L. Mdse. will not be included in computing the mileage that trainmen are permitted to make.

ARTICLE 24 – ROAD SERVICE – DEAD HEADING

24.17 Special Hardship

Former Article 22.17

Page 95 of Justice Adams award made reference to special hardship as a result of the introduction of Turnaround Combination Service as follows:

"Employees subject to special hardship as a result of the application of this change will be extended the appropriate protections of the Conductor-Only Agreements."

The parties have requested of Justice Adams an interpretation of the above. Subsequent to the receipt of the interpretation from Justice Adams the parties will meet within 14 days to determine the application of Justice Adam's interpretation. Failing a resolution of the discussion the parties will request of Justice Adams a final and binding interpretation, including contract language.

Note: The implementation period for turnaround combination service shall be 120 days following the commencement of the service. The determination of Special Hardship benefits, including employees affected, shall be determined during a 120-day period following the initial 120 days implementation period. Once the affected employees have been determined, benefits will accrue from the original implementation date.

Note: Existing rules and practices contained in the existing Collective Agreement(s) will continue to apply unless they are in direct conflict with this provision; insofar as they are indirect conflict, the provisions of this Article will supersede the provisions of the Collective Agreement(s) covering rates of pay and rules governing through freight crews.

ARTICLE 25 – ROAD SERVICE – MISCELLANEOUS SERVICE

25.02 Turning Engines or other Equipment

Former Article 23.2 Turning Engines or Other Equipment

Trainmen required to turn engines or other equipment on turntables will be paid for all time occupied on the minute basis at pro rata rates of the class of service performed but in no circumstances will duplicate payment be allowed. Time so paid will be deducted in computing overtime. They will not be required to turn engines or other equipment on turntable at terminals where Shop Staff is employed.

25.03 Loading Stock

Former Article 23.3 Loading Stock

When a train is delayed en route for 2 hours or more at any point loading or unloading stock and/or sanding cars, trainmen will be paid for this time at 12-1/2 miles per hour at pro rata rates. This time will be deducted in computing overtime. Time will be computed from the time preparation for this work commences until all service in connection therewith is completed.

25.04 Cleaning Coaches

Former Article 23.4 Cleaning Coaches

Trainmen will not be required to sweep or clean coaches, but where train porters are not employed, they will remove rubbish from coaches while en route so as to keep them in a tidy condition.

25.06 Heated Cars

Former Article 23.6 Heated Cars

Freight crews handling 5 or more heated cars, 7 or more coaches, or 3 and 5 combined, will have a man in charge of same. Where less than the number of heated cars or coaches as specified above are on a train, the heated cars will be marshalled together as far as practicable. This is to apply between the months of November and March, inclusive.

25.08 Payment for Periodic Medical and Rules Exams

Former Article 23.8 Payment for Periodic Medical and Rules Examinations

Periodic Rules Examinations

An employee required to take a periodic examination in the Canadian Rail Operating Rules during his off-duty hours shall be allowed payment on the following basis:

- (a) An employee required to take a periodic "B" or lower-class rules examination shall be allowed 3 hours' pay at the basic rate of his regular position.
- (b) An employee required to take a periodic "A" rules examination shall be allowed 4 hours' pay at the basic rate of his regular position.
- (c) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination, which he fails to pass to the satisfaction of the Rule Examiner.

ARTICLE 26 DOUBLE HEADING AND HELPING

Former Article 45 Double Heading and Helping

- (a) It is not the intention of the Company to adopt generally the plan of double-heading freight trains, which has prevailed on some other Roads, and no materially greater portion of double-heading trains on any district will be run than in the past.
- (b) The practice of double-heading freight trains of over 1,375 actual tons, exclusive of caboose, will be discontinued.
- (c) Helping engines may be used to assist trains between the following points.

WESTBOUND --

Thunder Bay to Raith,	Curle to Crestwynd,
Kenora to Lowther,	Medicine Hat to Bowell,
Austin to Sidney,	Wardner to Cranbrook,
Brandon to Kemnay,	Cranbrook to Fassiferne,
Neepawa to Minnedosa,	Lake Louise to Stephen,
Minnedosa to Largs,	Beavermouth to Glacier,
Solsgirth to Birtle,	Revelstoke to Clanwilliam
Binscarth to Harrowby,	Tappen to Notch Hill,
Morden to Darlingford,	Castlegar to Farron,
La Riviere to Wood Bay,	Grand Forks to Eholt,
Indian Head to McLean,	Roseberry to Summit Lake.

EASTBOUND --

Broadview to Percival,	Medicine Hat to Dunmore,
Rennie to Kenora,	Wynndel to Goatfell,
Kenora to Pine,	Michel to Crowsnest,
Birtle to Solsgirth,	Field to Lake Louise,
Minnedosa to Ameer,	Ruby Creek to North Bend,
Rapid City to Varcoe,	Shuswap to Notch Hill,
Rapeard to Oxbow,	Craigellachie to Clanwilliam,
La Riviere to Binney,	Revelstoke to Albert Canyon,
Millwood to Binscarth,	Albert Canyon to Glacier,
Moose Jaw to Pasqua,	Beavermouth to Mileage 54,
Regina to McLean,	Golden to Field,
Expanse to Crestwynd,	Nakusp to Summit Lake,
Suffield to Bowell,	Port Alberni to Locharkaig,
Cascade to Farron.	

NORTHBOUND --

Victoria to Malahat.

SOUTHBOUND --

Smelter Junction to Rossland, Duncan to Malahat.

and all other places where regular helper engines may now or hereafter be established to take over any single grade, the actual tonnage which any single engine handling the train may bring to the foot of that grade. By the foot of the grade is meant a convenient station near the foot of the grade, at which the helper engine may be taken care of.

- (d) Doubleheaders may be run in cases of storms, accidents, to avoid running engine light, moving engines to and from shops or from one Division to another, to expedite stock of perishable freight, but in all such cases the tonnage will not exceed the rating of the largest engine attached, unless as hereinbefore specified. In case of an accident to an engine, consolidation may be affected with another train and the consolidated train brought into terminal as a doubleheader.

- (e) **Note:** Nothing in the above rules in regard to limiting tonnage or length of train to be handled by doubleheaders or otherwise shall be construed so as in any way to limit or establish a precedent as to the proper or safe length of the train to be handled by one engine.
- (f) If it is found at any time that the above arrangement is not satisfactory, a meeting will be held on one month's notice to discuss and revise same, without it involving a revision of the schedule.

Winnipeg, October 3rd, 1913.

W.G. Chester, Esq.,
Canora Street,
Winnipeg, Man.

Dear Sir:

Referring to our conversation this morning respecting the operation of Article 6 in regard to doubleheading and helping.

The tonnage over any helper's district is limited to the tonnage which any single engine handling the train may bring to the foot of the grade. For instance, if the tonnage that an engine of a certain rating can bring into a point at the foot of the helper's district is 1,000 tons, it is to be understood that there will be no tonnage above this 1,000 tons added for the helper's district no matter what the capacity of the helper engine may be. I have issued instructions in accordance with this.

Yours truly,
(sgd) GRANT HALL,
General Manager.

Example:

The tonnage from Fernie to Wardner for a 210% engine is 1,575 tons. This tonnage cannot, of course, be taken into Cranbrook and has to be reduced at Wardner to 1,183 tons. The tonnage set off is allowed to accumulate there until there is sufficient tonnage for two engines, when a helper is sent down to Wardner to bring it into Cranbrook. This is contrary to schedule, as no more than 1,575 tons can be brought from Wardner to Cranbrook in accordance with Article 6. It must be understood that the tonnage from Wardner to Cranbrook with an assisting engine must not exceed the tonnage that can be brought into Wardner from Fernie with any single engine handling the train.

ARTICLE 32 CABOOSE RULES

Former Article 30 Caboose Rules

- (a) Crews will not be compelled to abandon their cabooses between terminals for the purpose of traveling passenger, nor when being moved from one to next subdivision terminal for freight service, nor when handling trains composed of colonist or immigrant cars.
- (b) Crews regularly set up in freight service, will be supplied with a regular caboose or other suitable car properly equipped.

When freight crews are sent out of their home terminal on passenger trains without their regular caboose, they will, unless otherwise employed, be returned to their home terminal deadhead on the first available train after arrival at the distant terminal. If their caboose is to be sent and is not delivered at the distant terminal within 15 hours of the time of departure of such crew from its home terminal, the crew will be returned deadhead to their home terminal on the first available train. The same rules will apply at a distant terminal when a freight crew is sent out on a passenger train without their regular caboose, to a terminal other than their home terminal.

If the crew returns deadhead, Article 14 will not apply to crew or crews run around at the distant terminal.

- (c) Cabooses will not be taken away from crews when they book rest, unless the congested state of traffic absolutely demands it and all other available cabooses at that point are in service. If this rule is violated, the men will not be used in any service but will be paid the same compensation as earned by the crew using the caboose.
- (d) A crew will not be laid up unless all regular members arriving thereon book rest.
- (e) After arrival of freight trains in terminal receiving yards, and before trains are switched, cabooses shall be taken off trains and placed in caboose siding and disturbed as little as possible until again required. Yardmen shall not switch or make up train with caboose attached.

Stores for Cabooses

- (f) Trainmen will not be required to place jacks, chains, brasses, wedges, knuckles, air hose, oil, dope or other heavy supplies on cabooses, where same are regularly supplied. Stores for passenger crews will be supplied at or near station. Requisitions for stores required and keys of cabooses will be left at the registering office when arrival of train is booked and a receipt for these will be secured otherwise trainmen will obtain supplies on their own time.

Ice for Cabooses

- (g) At points where Company's ice houses are located, trainmen will be allowed ice for cabooses.

Setting up Cabooses

- (h) When trainmen are used to set up a caboose, the men who are to occupy it will be called and will be paid 33 miles at through freight rates for so doing. The crew so set up will take their turn out as per Article 14 after work of setting up caboose is completed. When a regularly set up crew is required to transfer into another caboose, the crew will be notified of time such transfer will be made and if required to make the transfer, will be paid for the time so occupied, and will be called in time to do so before leaving the terminal in their turn.

When cabooses are set up by the Stores Department equipment will be placed in its proper location.

ARTICLE 33 RUN THROUGH POOLED CABOOSES

Former Appendix A-2

MEMORANDUM OF AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND ITS CONDUCTORS, BAGGAGEMEN AND BRAKEMEN EMPLOYED IN CANADA ON THE ATLANTIC, EASTERN, PRAIRIE AND PACIFIC REGIONS REPRESENTED BY THE UNITED TRANSPORTATION UNION.

IT IS AGREED that Run-Through (Pooled) Cabooses may be operated on any or all regions or segments thereof subject to the following conditions:

- (a) At least 30 days notice prior to the date on which run-through (pooled) cabooses are to be implemented will be given to the General Chairman and trainmen affected. Such notice will specify the territory involved.
- (b) Except as provided in Paragraphs (d) and (m) new rest house will be provided by the Company at away-from-home terminals for trainmen, using run-through (pooled) cabooses other than at Field, White River, Windsor and St. Luc where present rest houses may be enlarged. Rest houses will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Single occupancy bedrooms, with a floor area of eighty (80) square feet, equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, opaque window blinds, will be provided in addition to existing rest houses and in new rest houses.

Beds will be of standard single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove and oven facilities, utensils, dishes, soap, towels and power ventilator. Rest houses will be maintained in a clean and sanitary manner by personnel other than trainmen. Trainmen will co-operate in keeping rest houses in a clean and orderly condition. Trainmen using cooking utensils and dishes will be responsible for leaving same in a clean condition. When practicable rest houses will be located in a quiet area convenient to the point where trainmen usually report on and off duty. Rest houses will be air conditioned within a period not exceeding two years from the date that run-through (pooled) cabooses are inaugurated on the territory on which the rest houses are located except that the rest house at Field and existing structures at White River, Windsor and St. Luc will not be air conditioned.

(See Appendices B-1, B-3, B-4, B-6 and B-40)

- (c) The use of rest houses will not be restricted to trainmen.
- (d) The Company may elect to provide suitable sleeping accommodation in a hotel or motel located convenient to the point where trainmen regularly go on and off duty. If the parties fail to agree on the suitability of the accommodation, the disagreement will be submitted to arbitration. Where such accommodation is used other than on a temporary basis, cooking and eating facilities will be provided.
- (e) Passenger trainmen will be provided with suitable sleeping quarters at away-from-home terminals convenient to passenger stations.
- (f) Cabooses in run-through (pooled) service will be of steel construction and will be equipped with the following:
 - (1) An oil-fired heating and light cooking unit
 - (2) Foam rubber seats and backs in cupola
 - (3) Safety glass in all windows
 - (4) Electric lighting
 - (5) Electric refrigerator
 - (6) Sanitary toilets
 - (7) Cushion underframe
 - (8) Sanitary drinking water container
 - (9) Dishes and cooking utensils listed in Appendix "A"
 - (10) Two dual-purpose foam rubber cushions seat-mattresses
 - (11) Storm proofing as required.

- (g) Run-through (pooled) cabooses will be kept in a clean condition, maintained in good running order, windows cleaned, kept heated when necessary, and properly supplied including fuel, water, stationery and necessary equipment, by personnel other than trainmen. Trainmen shall be responsible for filling and caring for oil burning markers and lanterns when cabooses are so equipped. Outgoing trainmen will not be responsible for checking supplies and equipment except flagging equipment and will not be required to leave terminals without essential supplies or equipment. Trainmen will be responsible for keeping the cabooses in a clean and orderly condition en route between terminals. Conductors using run-through (pooled) cabooses will furnish a list of any supplies needed on the caboose and report any known defects and shortages at the end of each trip. When possible, Conductors should provide this information in advance of arrival at the objective terminal. Major servicing points for run-through (pooled) cabooses will be Coquitlam, Calgary, Edmonton, Winnipeg, Thunder Bay, Toronto, Montreal and St. John.
- (h) Trainmen using run-through (pooled) cabooses will be supplied with an individual locker at the home terminal located conveniently to the point where they usually go on and off duty.
- (i) Not more than one crew will be required to deadhead in a caboose at any one time.
- (j) At the home terminal, a trainman using a run-through (pooled) caboose will report for duty at the time ordered for at his locker unless otherwise agreed upon between the Local Chairman and the Superintendent. At the away-from-home terminal such trainmen will report for duty at the times ordered for at the same place which may be at the yard office, station or train order office as designated by bulletin or such other place as may be agreed upon between the Local Chairman and the Superintendent.
- (k) At terminals where circumstances warrant, arrangements will be made between the Local Chairman and the Superintendent for the provision of transportation for trainmen using run-through (pooled) cabooses between the rest house or point of reporting for duty and the point of departure and between the point at which the train is yarded and the point of reporting off duty or the rest house. Where trainmen using run-through (pooled) cabooses are required to travel between yards or stations in larger terminals such as St. Luc -- Montreal; Toronto Freight Yard -- Toronto Station; Winnipeg Freight Yard -- Winnipeg Station; Alyth -- Calgary Station, arrangements will be made between the Local Chairman and the Superintendent for the provision of transportation between the points concerned along with an equitable travel allowance provided payment of such allowance does not result in duplicate payment.
- (l) Inauguration of run-through (pooled) cabooses need not be deferred pending modification of cabooses nor completion of rest house facilities. Modification of cabooses to meet the conditions set out herein will be carried out progressively at a rate of not less than 50 cabooses each year until there are sufficient cabooses so equipped to meet the requirements of run-through (pooled) caboose operations. Temporary accommodation for sleeping and cooking purposes may be provided in "spurred off" cabooses for a period not exceeding three months. Such cabooses will be fully supplied by the Company with bedding, cooking and eating utensils, ice, fuel, water and maintained in a clean and orderly condition, fires kept burning when necessary and, where practicable, equipped with electric lighting. Caboose attendants will provide complete janitor service and be responsible for changing bed linen after each use. Trainmen will co-operate in keeping such cabooses in a clean and orderly condition. Temporary toilet facilities will be provided where necessary.
- (m) At terminals where run-through (pooled) cabooses are used by unassigned or pool crews, and the nature of the service, such as branch line service, unassigned work train service, etc. makes it impractical to run cabooses through points where rest houses are not located, trainmen using run-through (pooled) cabooses will be supplied with a caboose for their accommodation, fully equipped with cooking, eating and sleeping facilities, refrigeration, fuel and water.

- (n) Should rest house accommodation be insufficient to meet normal requirements immediate action will be taken by the Company to increase accommodation to the extent required. If due to an abnormal situation, an accumulation of crews beyond the capacity of the rest house facilities occurs at an away-from-home terminal, the Company will, where possible, provide, at its expense, whatever necessary additional accommodation is required in order that trainmen will receive adequate rest.
- (o) When cabooses are operated under the terms of this Agreement, existing rules which are in conflict therewith will have no application.

*Note: The provisions of paragraphs (b), (c), (d), (e), (h), (j), (k) and (n) of this Agreement shall be applicable to employees working on trains operated without a caboose.

SIGNED AT MONTREAL, Quebec, February 24th, 1967.

FOR THE CANADIAN
PACIFIC RAILWAY
COMPANY:

FOR THE UNITED
TRANSPORTATION
UNION:

(Sgd.) J. Ramage
Chairman, Company's
Negotiating
Committee

(Sgd.) S. McDonald
General Chairman
Prairie & Pacific
Regions

(Sgd.) J.I. Harris
General Chairman
Eastern & Atlantic Regions

Approved:

(Sgd.) G.C. Gale
Vice-President
* Effective July 25, 1989.

(Sgd.) G.W. McDevitt
Vice-President

APPENDIX "A"

List of items to be included in Caboose Equipment

1 Tea kettle	3 Plates
1 Coffee percolator	3 Cups and saucers
1 Earthenware tea pot	3 Cereal bowls
1 Medium sauce pan	3 Knives and forks
1 Medium frying pan (cast iron)	3 Teaspoons
1 Egg lifter	3 Tablespoons
1 Toaster	
1 Butcher knife	Paper towels
1 Paring knife	Laundry soap
1 Peeler	Toilet soap
1 Can opener	
1 Dish pan and dish mop	1 Chore boy - non-metallic

Letter of 1967 re: Run-Through (Pooled) Cabooses Former Appendix B-1

CANADIAN PACIFIC RAILWAY COMPANY

Montreal, February 24th, 1967

G.C. Gale, Esq.
Vice-President
Brotherhood of Railroad Trainmen
87 Harvard Ave.
Winnipeg, Man.

G.W. McDevitt, Esq.
Vice-President
Brotherhood of Railroad Trainmen
Professional Towers
1729 Bank St.
Ottawa, Ont

S. McDonald, Esq.
General Chairman
Brotherhood of Railroad Trainmen
200 Burns Bldg.
237 -- 8th Avenue S.E.
Calgary, Alta.

J.I. Harris, Esq
General Chairman
Brotherhood of Railroad Trainmen
Rm. 112, Drummond Bldg
1117 St. Catherine St. W.
Montreal, Que.

Dear Sir:

On the basis of present traffic and operational requirements, the Company will, under Clause (b) and irrespective of Clause (d) and (m) of the Memorandum of Agreement signed at Montreal, February 24th, 1967 in respect of Run-through (Pooled) Cabooses, provide new rest houses at the following away-from-home terminals, subject only to the provisions of Clause (1):

North Bend	Chalk River
Kamloops	Webbwood
Field	Toronto
Alyth	Trenton
Swift Current	Windsor
Broadview	St. Luc
Brandon	Megantic
Winnipeg	McAdam
Ignace	Minnedosa
Thunder Bay	Bredenbury
White River	Wynyard
Cartier	Wilkie
McTier	Hardisty

Yours truly,

(Sgd.) J. Ramage
Chairman, Company's Negotiating Committee

ARTICLE 34 ROAD SERVICE – CABOOSELESS TRAIN OPERATIONS

Former Article 30A

APPENDIX "A" TO ARTICLE 30A

Separation Opportunities

- (a) Subject to the provisions of this Appendix A, a Trainman/Yardman working in a position covered by this Collective Agreement and who is eligible for early retirement under the Company's Pension Rules will be entitled to elect to take early retirement and receive a separation allowance as hereinafter provided.
- (b) An employee defined in Clause (a) above shall receive a monthly separation allowance until the age of 65 which, when added to his Company pension, will give him an amount equal to a percentage of his average annual earnings over his best five-year period, as defined under the pension rules, in accordance with the following formula:

<u>Years of Service at Time Employee Elects Retirement</u>	<u>Percentage Amount as Defined Above</u>
35 & over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25	60

- (c) An employee entitled to the separation allowance as hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- (d) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65.
- (e) An employee who is in receipt of the monthly separation allowance provided in Clause (b):
 - (i) shall be entitled to have his group life insurance coverage continued until age 65 and paid for by the Company;
 - (ii) shall be entitled at age 65 to a life insurance policy, fully paid up by the Company, in an amount equal to that in effect under the existing Collective Agreement.
- (f) In the application of this Appendix A, the maximum number of Trainmen/Yardmen who may elect either the monthly separation allowance as provided in Clause (b) or the lump sum payment as provided in Clause (c) will be limited as follows on each seniority district:

	First of Month Following Ratification of this <u>Memorandum of Settlement</u>	<u>January 1, 1990</u>
East of Thunder Bay		
District E-1	1	0
	E-2	5
	E-3	5
	E-4	1
Thunder Bay and West		
	District W-1	2
	W-2	3
	W-3	2
	W-4	5
	W-5	4

- (g) If the number of eligible employees who elect benefits under the provisions of this Appendix A are less than the number of opportunities available on any one Seniority District, the number of unused opportunities may be carried over. Subsequent to January 1, 1990, any unused opportunities will be made available to eligible employees on an annual basis on January 1st of each year.
- (h) Bulletins for applications from eligible Trainmen/Yardmen as defined in Clause (a) for the benefits provided under this Appendix A effective with the first of the month following ratification will be issued on each seniority district within 7 days of the date the Company is notified that the Memorandum of Settlement has been ratified. This bulletin will close on the last day of the month in which issued. Bulletins for applications for the remaining separation opportunities will be issued on each appropriate seniority district 60 days prior to December 15 of the year prior to the year for which these opportunities are being made available. Applicants shall be selected on each seniority district on the basis of their seniority as a Trainman/Yardman.

(See Appendix B-30)

- (i) It is agreed that the provisions of this Appendix A satisfy the requirements of the Material Change in Working Conditions Article in the respective Collective Agreements with respect to any change in yard assignments which may result from caboosless train operation.
- (j) In the event there are unused separation opportunities, in any seniority district, emanating from the application of Article 9 of the Collective Agreement, these opportunities will be first used prior to the opportunities resulting from the application of this Appendix A. With respect to the application of this procedure the General Chairman may discuss such with the Manager, Labour Relations.

Letter of 1989 re: Cabooseless train implementation schedule Former Appendix B-28

MONTREAL, July 25, 1989

Mr. W. M. Jessop,
General Chairman,
United Transportation Union,
404-630 - 8th Avenue S.W.,
Calgary, Alberta.
T2P 1G6.

Mr. J. R. Austin,
General Chairman,
United Transportation Union,
695 Markham Road, Suite 6,
Scarborough, Ontario.
M1H 2A5.

Gentlemen:

On April 4, 1989 the Company supplied you with an implementation schedule for the operation of cabooseless trains. It is the Company's intention to follow the implementation plan as provided to you except that, if there are any changes to such plan, it will be due to a delay in the implementation. It is not our intention to accelerate the schedule provided to you.

Yours truly,

(Sgd.) L. A. Clarke
Manager, Labour Relations

cc: Mr. B. Marcolini

cc: Mr. E. S. Cavanaugh
Mr. J. M. White

Letter of 1989 re: Supply of kettle on Cabooseless train Former Appendix B-29

April 26, 1989

Mr. J.R. Austin
General Chairman
United Transportation Union
Suite 6, 695 Markham Rd.
Scarborough, Ontario
M1H 2A5

Mr. W. Jessop
General Chairman
United Transportation Union
404 - 630 8th Ave. S.W.
Calgary, Alberta
T2P 1G6

Gentlemen:

This will confirm my telephone conversation today with Mr. Austin in regard to the supplying of a kettle on the lead locomotive of a cabooseless train.

We are arranging to have a suitable kettle supplied as requested.

Yours truly,

(Sgd.) R. Colosimo
Vice-President
Industrial Relations

cc: Mr. B. Marcolini

ARTICLE 35 – ROAD SERVICE – DEFECTIVE EQUIPMENT

35.02 Brassing Cars

Former Article 31 (b) Brassing Cars

Trainmen will not be required to brass cars other than those in their own trains.

ARTICLE 38 – ROAD SERVICE – PREFERENCE OF WORK AND PROMOTION

38.02 Promotion to Baggageperson

Former Article 36 (b)

Promotion to Baggageperson will be made from the ranks of Brakemen on their seniority district, except a regular Trainman or Yardman who, due to disability, is restricted to Baggageperson may have preference during the period of restriction provided he is still entitled to a regular position and he will be permitted to displace the junior non-restricted Baggageperson subject to the approval of the Local Officers of the Company and the Representatives of the Union.

ARTICLE 44.02 YARD SERVICE SENIORITY

Former Yard Article 7(b) Note:

Note: Men who entered the service as yardmen prior to January 1, 1945, and who lost their promotion rights under former promotion rules will not be considered as regaining any rights as a result of this Agreement. Men who have established promotion rights as Foremen prior to July 1, 1963 will retain their rights as such.

The provisions of this Clause (b) do not apply in the following yards:

ARTICLE 51 – YARD SERVICE – CONSIST OF YARD CREWS

51.02 Yorkton assignment

Former Yard Article 9(b) Reference Yorkton

(b) The provisions of this Clause (b) do not apply in the following yards:

Yorkton (1 assignment)

in which such yard crew shall consist of one Foreman and one Helper.

APPENDIX "A"

LIST OF YARD ASSIGNMENTS DECLARED REDUCIBLE PRAIRIE REGION

Location	Assignment	Location	Assignment
Saskatoon	0730	Winnipeg	0700 1M1
	1530		0700 1M2
	2359		0800 1R2
Prince Albert	0600		0800 1R3
Moose Jaw	0700 City		15002L24
	0800 Tramp		1500 2M2
	1500 Tramp		1600 2P1
Regina	0603		1600 2P2
	0700		2300 3M1
	0800		2400 3L24
	1200		2300 3M2
	1530		2400 3N2
	1600		Relief 1L9R
	2300		Relief 1RR
	Swing		Relief 1MR
Swift Current	0900		Relief 2MR
Brandon	0700		Relief 2PR
	0800		Relief 3MR
	1600		Relief 3LR
	2300	Winnipeg (South Side)	0230 1L1
	No. 1 Swing		0630 1L8
	No. 2 Swing		1500 2L3
Portage La Prairie	Yard		1600 2L8
			2230 3L3
		Winnipeg (St. Boniface)	0700 1L11
			0800 1L12
			0730 1L14
			1600 2L12
			1600 2L13
			2300 3L14
		Thunder Bay	1630 Island

PACIFIC REGION

Location	Assignment		Location	Assignment
South Edmonton	0730 Yard		Calgary	0630 Tramp C-150
	0800 Yard			0630 Hump C-101
	No. 1 Relief			0630 Pusher C-100
East Edmonton	0800			0700 Indust.C-153
	2230			0730 S. Ind.C-152
	2230			0800 Hump C-102
	2355			1000 Tramp C-154
	No. 2 Relief			1430 Pusher C-200
Red Deer	1430 Yard			1430 Ind. C-250
	2230			1430 Hump C-201
Lethbridge	0700			1600 Hump C-202
	0800			1600 N. Ind.C-252
	1500			2230 Pusher C-300
	1600			2230 Hump C-301
	2300			2300 Tramp C-350
	2359			2230 S.Ind C-353
	No. 1 Swing			2400 Hump C-302
	No. 2 Swing			2400 Ind. C-354
				2400 Tramp C-307
				No. 2 Swing C-376
				No. 3 Swing C-175
				No. 5 Swing C-177
				No. 8 Swing C-279
				No. 9 Swing C-276
				No. 11 Swing C-278

September 19, 1978

File No. T.M.Y.C. 115.2

Mr. P. P. Burke
General Chairman
Prairie & Pacific Regions
United Transportation Union (T)
403 - 630 Eighth Avenue S.W.
Calgary, Alberta
T2P 1G6

Dear Mr. Burke:

This has reference to Appendix "A" to the Memorandum of Agreement providing for a revision to Article 9, Yard Rules of the Collective Agreement signed at Montreal today.

This will confirm our understanding that, where yard assignments have been designated by number or starting time in Appendix "A" this is for reference purposes only and does not preclude assignments with different numbers or starting times and which replace those assignments specified in Appendix "A" from being treated as having been declared reducible prior to October 29, 1978.

This will also confirm our understanding that the assignments listed in Appendix "A" are subject to revision, where necessary, on request of either party prior to October 29, 1978.

Should the foregoing meet with your concurrence please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) J.T. Sparrow
Manager, Labour Relations

I concur:
(Sgd.) P.P. Burke
General Chairman
Prairie & Pacific Regions
United Transportation Union (T)

ARTICLE 53 EQUIPMENT OF ENGINES

Former Yard Article 11

Equipment of Engines

- (a) Yardmen will not be required to work with an engine that is not properly equipped with footboards, grab irons, automatic couplers and headlights.
- (b) Yardmen will not be required to move cars by the use of stake, cable or chain between engine and cars or between cars except in cases where the draft gear is damaged or in some other temporary emergency. This will not be construed to interfere with Article 12.

Note: This Article shall be removed from the Collective Agreement when Transport Canada provides an exemption from the requirement to have a footboard as set out at sub-section 508 (1) and sub-section 509 (1) of General Order 0-10.

ARTICLE 56 SWITCHING CABOOSES

Former Yard Article 15

Switching Cabooses

On arrival of freight trains in terminal receiving yards, and before trains are switched, cabooses shall be taken off trains and placed in caboose siding and disturbed as little as possible until again required. Yardmen shall not switch or make up trains with cabooses attached.

ARTICLE 61 SWITCHTENDERS

Former Yard Article 24

Switchtenders

- (a) Switchtenders regularly assigned shall have a fixed starting time which will not be changed without at least 48 hours advance notice.

When an assignment is to be cancelled for a General Holiday or for a reduction in the number of assignments, regularly assigned switchtenders will receive at least 16 hours notice.
- (b) The following yard rules apply to switchtenders:
Article 1; Article 2, except Clause (a)(2); Article 3, Clauses (c), (d), (e), (g), (h), (k), (l), (m), (p), (q), (r), (s), (t); Article 5; Article 6; Article 7, Clauses (f) and (g); Article 13; Article 14; Article 17; Article 18; Article 20; Article 21; Article 22; Article 23; Article 25 and Article 26.
- (c) Except where required to work longer under regular arrangement for changing off from one shift to another switchtenders who have been on duty for 11 hours or more will have the right to book rest, the men to be the judges of their condition.
- (d) Switchtenders will be held responsible for the performance of their regular duties during their lunch period.
- (e) Yardmen's and Switchtenders' seniority lists will be consolidated at Thunder Bay, Winnipeg, Moose Jaw and Calgary under the following conditions:
 - (1) Switchtenders who are qualified in all respects to work as yardmen and who have a seniority date prior to January 1, 1963, will be placed on the yardmen's seniority list in the same order that they appear on the switchtenders' seniority list with a seniority date of December 31, 1962, as yardman.

- (2) Switchtenders who are qualified in all respects to work as yardmen and who have a seniority date subsequent to December 31, 1962, will be placed on the yardmen's seniority list with a seniority date as yardman established by the time and date of their first paid shift as switchtenders.
- (3) Suitable designation will be placed opposite names of switchtenders placed on yardmen's seniority lists to show that they retain prior rights as switchtenders.
- (4) Switchtenders who are not qualified to work as yardmen will be placed on the yardmen's seniority list in the manner prescribed in Paragraph 1 or Paragraph 2, whichever is applicable. Suitable designation will be placed opposite their names to show that they are restricted to switchtender service.
- (5) After switchtenders have been placed on yardmen's seniority list as hereinbefore provided, separate seniority lists for switchtenders will be no longer maintained.
- (6) Regular assignments and vacancies in yard and switchtender service shall be filled from the consolidated list. Notwithstanding the provisions of Article 8(b), yardmen filling regular positions or vacancies in switchtender service will be paid at switchtender rate of pay. Switchtender vacancies of 5 days or over not filled by senior men shall be filled by the senior man on the yardmen's spare board. Switchtender vacancies of less than 5 days shall be filled in accordance with Article 18.
- (7) Employees holding prior rights as switchtenders shall be permitted to exercise their seniority as switchtenders except that an employee not restricted to switchtender service and whose seniority entitles him to a regular position in yard service shall only be permitted to displace a restricted switchtender when a restricted switchtender will not be laid off as a result thereof. This restriction will not apply to an employee whose seniority no longer entitles him to a regular position in yard service.
- (8) A yardman who is incapacitated and unable to work as a yardman will have preference to switchtender positions over men qualified to work as yardmen and will be afforded the same protection provided by Paragraph 7 to employees restricted to switchtender service.

MISCELLANEOUS LETTERS

Letter of 1974 re: Resthouses Former Appendix B-3

Montreal, February 1, 1974

Mr. R.T. O'Brien
General Chairman
Prairie & Pacific Regions
United Transportation Union (T)
403 -- 630 8th Avenue S.W.
Calgary, Alta.
T2P 1G6

Dear Sir:

In your notice dated November 2, 1972 to revise the collective agreement, Item 22 -- Resthouses and Caboose, read in part:

"Provide a rule for the Company to supply motel or hotel accommodations for train crews where resthouses are not provided."

This will confirm the understanding given you on September 10, 1973, resolving the above quoted proposal on the basis that as quickly as arrangements can be made accommodation in other than cabooses will be provided for unassigned Lethbridge crews required to lay over at Medicine Hat; unassigned Minnedosa crews required to lay over at Winnipeg as well as unassigned crews laying over at Bredenbury, Wynyard, Wilkie and Hardisty.

Yours truly,

(Sgd.) R. Colosimo
Manager, Labour Relations

Letter of 1974 re: Accommodations Former Appendix B-4

December 11, 1974

Mr. R.T. O'Brien
General Chairman
Prairie and Pacific Regions
United Transportation Union (T)
403 -- 630 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Dear Sir:

In your supplementary notice dated October 1, 1974, to revise the Collective Agreement, Item 2(a) under the heading "Run-Through Pooled and Assigned Cabooses" reads:

"(a) All crews during layover at terminals away from their place of residence or booking rest en route, to be housed in suitable Resthouses or suitable Motel-Hotel as provided by Memorandum of Agreement, Clauses (B) and (M)."

This will confirm the understanding given you and contained in Item 5 of the Memorandum of Settlement of Addendum Demands signed at Montreal on November 12, 1974 resolving the above-quoted proposal on the basis that as quickly as arrangements can be made, accommodation in other than cabooses will be provided for unassigned freight crews required to lay over at North Portal, Souris, Shaunavon, Meadow Lake, Nipawin and Regina on Prairie Region and at Wellcox, Spences' Bridge, Lomond and Manyberries on Pacific Region.

In addition to the foregoing, train crews in assigned freight service required to lay over at the away-from-home terminal of their assignments, will be accommodated in Company owned resthouses to the extent that space in such resthouses is available.

Yours truly,

(Sgd.) R. Colosimo
Manager, Labour Relations

Letter of 1976 re: Accommodations Former Appendix B-6

July 21st, 1976

Mr. P.P. Burke
General Chairman
United Transportation Union (T)
403 -- 630 8th Avenue S.W.
Calgary, Alberta T2P 1G6

Mr. L.H. Breen
General Chairman
United Transportation Union (T)
Room 112, Drummond Building
1117 St. Catherine St. W.
Montreal, Quebec H3B 1H9

Dear Sir:

In your supplementary notice to revise the Collective Agreement, Item 15(a), under the heading "Accommodation Away-From-Home" reads:

"(a) All crews, during layover at terminals, away from their place of residence or booking rest en route, to be housed in suitable Resthouses or suitable Motel/Hotel as provided by Memorandum of Agreement, Clauses (B) and (M)."

This will confirm the understanding given you during negotiations and resolving the above quoted proposal on the basis that as quickly as arrangements can be made accommodation in other than cabooses will be provided for train crews in assigned freight service required to lay over at the away-from-home terminal of the assignment at points where accommodation is available.

In addition and further to my letters of February 1, 1974 and December 11, 1974, in respect of providing accommodation for unassigned freight crews required to lay over at their away-from-home terminal, this will confirm that the understanding contained in the letters referred to above will be extended to all unassigned freight crews not now being provided accommodation when laying over at an away-from-home terminal where such accommodation is available.

Yours truly,

(Sgd.) R. Colosimo
Manager, Labour Relations

Letter of 1985 re: Calling of crews Former Appendix B-17

November 15, 1985

Mr. B. Marcolini
General Chairman
United Transportation Union
1570 Brimley Road
Scarborough, Ontario
M1P 3G9

Mr. J.H. McLeod
General Chairman
United Transportation Union
403-630 -- 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Dear Sirs:

The Company had placed a proposal before you during the present round of negotiations in respect of calling of crews by telephone only.

While this proposal remains unresolved, I believe you recognized the Company's position in this regard. Your concern was with the quality of line-ups available to the employees and you sought some demonstration of our ability to improve that quality before finally addressing the Company's proposal. We undertook to ensure that the availability of current line-up information is made available to crews as quickly as possible.

It was agreed therefore that the proposal would be withdrawn from these negotiations for discussion in the closed period of the contracts, including joint investigations on a local basis where necessary, with a view to obtaining our respective goals.

Yours truly,

(Sgd.) R. Colosimo
Vice-President
Industrial Relations

I concur:

(Sgd.) B. Marcolini
B. MARCOLINI
General Chairman
United Transportation Union

I concur:

(Sgd.) J.H. McLeod
J.H. McLEOD
General Chairman
United Transportation Union

c.c.: Mr. P.P. Burke
E.S. Cavanaugh
L.A. Hill

c.c.: Messrs. G.A. Swanson

Letter of 1988 re: Wages lost due to Medical or Rules Former Appendix B-19

CP Rail Internal Correspondence

MONTREAL, April 18, 1988

From: L.A. Clarke

To: Messrs. J.A. Linn
E.S. Cavanaugh
J.M. White

This has reference to discussions during negotiations with respect to U.T.U./B.L.E. Demand No. 13 relating to payment for wages lost due to attendance at medical or rules examinations.

The General Chairmen have alleged that occasions have arisen wherein the working schedule or location of an employee has prevented him from such attendance on his off-duty time and he has accordingly been required to lose time to attend. They were informed that the Company scheduled rules classes and examinations at locations and times that would permit employees to attend during their off-duty time. They were also informed that the office hours of Company medical officers were such that employees should be able to arrange appointments between tours of duty or when off for miles. The demand was accordingly not acceded to.

The General Chairmen were advised, however, that if unusual circumstances prevail whereby employees cannot arrange such examinations in their off-duty time, they should so inform the Company in order that appropriate action can be taken to permit their attendance. This should be done as far in advance of the necessity for the medical report or new rules card as possible.

Please ensure that all concerned are made aware of the contents of this letter, a copy of which is being given to the General Chairmen.

(Sgd.) L.A. Clark
Manager, Labour Relations

c.c.: Messrs. J.R. Austin
W.M. Jessop

Letter of 1988 re: Calling rules when phone is busy or dead Former Appendix B-20

CP Rail

MONTREAL, April 18, 1988

Mr. J.R. Austin
General Chairman
United Transportation Union
695 Markham Road
Suite 6
Scarborough, Ontario
M1H 2A5

Mr. W.M. Jessop
General Chairman
United Transportation Union
403-630 -- 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Gentlemen:

This has reference to our discussions concerning the revision to the calling rules in the Collective Agreement.

In including the provision for calling by means other than telephone due to telephone failure, it was agreed that when the telephone rang and was not answered or when a busy signal occurred, this did not indicate telephone failure. Telephone failure would exist in cases where the operator advises that the call cannot be completed as dialed or the line goes dead. When a busy signal occurs, the present practice of repeating the call will continue.

If the foregoing meets with your concurrence please so indicate in the space provided below.

Yours truly,

(Sgd.) L.A. Clarke
Manager, Labour Relations

I concur:

(Sgd.) J.R. Austin
General Chairman

(Sgd.) W.M. Jessop
General Chairman

Letter of 1988 re: Two hour call unless locally agreed Former Appendix B-22

CP Rail

MONTREAL, April 18, 1988

Mr. J.R. Austin
General Chairman
United Transportation Union
695 Markham Road
Suite 6
Scarborough, Ontario
M1H 2A5

Mr. W.M. Jessop
General Chairman
United Transportation Union
403-630 -- 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Gentlemen:

This has reference to our discussions regarding the revision to the calling rules in the Collective Agreement.

While it was stipulated in the rule that at least a two-hour call would be given, local arrangements may be made at certain terminals for a different call.

If the foregoing meets with your concurrence, please so indicate in the space provided below.

Yours truly,

(Sgd.) L.A. Clarke
Manager, Labour Relations

I concur:

(Sgd.) J.R. Austin
General Chairman

(Sgd.) W.M. Jessop
General Chairman

Letter of 1988 re: Cab design of new Locomotives Former Appendix B-27

MONTREAL, July 25, 1989

Mr. W. M. Jessop,
General Chairman,
United Transportation Union,
404-630 - 8th Avenue S.W.,
Calgary, Alberta.
T2P 1G6.

Mr. J. R. Austin,
General Chairman,
United Transportation Union,
695 Markham Road, Suite 6,
Scarborough, Ontario.
M1H 2A5.

Gentlemen:

As we advised you during the negotiations on the implementation of caboosless train operations, it is the intention of the Company, as we have in the past, to consult with officers of the United Transportation Union on cab design in new locomotives.

Yours truly,

(Sgd.) L. A. Clarke
Manager, Labour Relations

cc: Mr. B. Marcolini

cc: Mr. E. S. Cavanaugh
Mr. J. M. White
Mr. G.W. Bartley

Letter of 1989 re: Handling of wage claims and grievances Former Appendix B-34

MONTREAL, July 25, 1989

L.A. Clarke

Mr. E.S. Cavanaugh
Mr. J.M. White

During this round of negotiations with the running trades unions, the General Chairmen expressed concern with the manner in which some local officers were handling employee related problems, particularly the handling of grievances.

Insofar as the handling of grievances at the local level is concerned, we advised the General Chairmen that whenever a wage claim was being processed which was considered incorrect, the proper procedure was to pay the undisputed portion of the ticket on the current payroll and advise the employee the reason for the reduction. In the subsequent handling of grievances in respect of wage claims the letter to the Local Chairman should contain the specific reasons as to why the grievance is being declined. It is considered that the above procedure is what is contemplated by the words "a decision will be rendered in writing" as contained in the various steps of the grievance procedure. It is not sufficient merely to state that the grievance is declined.

The General Chairmen also complained that in a few instances the time limits specified in the grievance procedure had not been adhered to by some Company Officers. In this regard, they were told that the Company does not approve of incidents in which, as it was alleged, some Company Officers were not responding to grievances within the specified time frames. The position of the Company remains clear; the provisions outlined in the respective collective agreements with respect to the grievance procedure must be complied with, and that grievances should be answered in a timely fashion.

Will you please ensure that the above instructions with respect to the handling of grievances are brought to the attention of all operating officers for their information and guidance.

A copy of this letter is being provided to the General Chairmen.

(Sgd.) L.A. Clarke
Manager, Labour Relations

cc: Messrs. W. M. Jessop
J. R. Austin

Letter of 1988 re: Locomotive Cab Conditions Former Appendix B-43

MONTREAL, April 18, 1988

Mr. J. R. Austin
General Chairman
United Transportation Union
695 Markham Road, Suite 6
Scarborough, Ontario
M1H 2A5

Mr. W. M. Jessop
General Chairman
United Transportation Union
403-630-8th Ave. S.W.
Calgary, Alberta
T2P 1G6

Gentlemen:

This has reference to recent negotiations and in particular to the resolution of your Demand #5, relating to locomotive cab conditions.

During discussions, the Company indicated that there were a number of areas that we were actively pursuing in respect of improved locomotive cab conditions.

New locomotives will be equipped with chemical toilets, refrigerators, positive ventilation in toilet compartments and fabric covered seats.

CP Rail will equip 131 existing units with chemical toilets in 1987 and there is intention to equip a total of 481 road units with such, 175 in 1988 and 175 in 1989.

A retrofit program to begin the applications of refrigerators in 1988 has been formulated but is not yet fully finalized. We anticipate completion by the end of 1989. Fabric seat covering will replace existing seat upholstery materials as locomotives proceed for major overhaul or as repairs warrant.

CP Rail maintenance shops have an ongoing winter verification program that commences in late summer, which requires cabs to be thoroughly examined. All worn weather stripping, ill fitting doors, etc., are repaired or replaced. Cab heating system is verified for correct operation.

Yours truly,

(Sgd.) L. A. Clarke
Manager, Labour Relations

Letter of 1992 re: Advancement to Conductor and Engineer Former Appendix B-47

TORONTO, August 31, 1992

Mr. L.O. Schillaci
General Chairperson
United Transportation Union
404 - 630 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Mr. J.R. Austin
General Chairperson
United Transportation Union
695 Markham Road, Suite 6
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This has reference to the Memorandum of Settlement concerning Conductor-Only Freight Operation and has particular reference to the provision that employees hired subsequent to ratification must qualify as locomotive engineers.

As discussed with you, the Company is developing a training program to provide appropriate instruction to permit these employees to progress to conductor and locomotive engineer.

This will confirm that this training program will be developed with your consultation. Such consultation will include the possibility of two opportunities for an employee to qualify as a locomotive engineer.

Yours truly,

(Sgd) R. Colosimo
Vice-President
Industrial Relations

cc: Messrs. L. Olson
B. Marcolini

Letter of 1992 re: BWP calculations when held out of service Former Appendix B-50

TORONTO, August 31, 1992

Mr. L.O. Schillaci
General Chairperson
United Transportation Union
404 - 630 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Mr. J.R. Austin
General Chairperson
United Transportation Union
695 Markham Road, Suite 6
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This has reference to the Memorandum of Settlement signed in Montreal on June 4, 1992 concerning Conductor-only freight operations, and relates to the calculation of "basic weekly pay" for an employee who is held out of service for discipline proceedings.

This will confirm the understanding given to you in regard to the above, that any pay period in which an employee is unavailable for duty for an extended period of time as a result of discipline, will be excluded from the computation of basic weekly pay in the same manner as provided in Article 7.5 (d) of the Conductor-only Agreement.

If the above understanding meets with your concurrence, would you please so indicate in the space below.

Yours truly,

(Sgd) R. Colosimo
Vice-President
Industrial Relations

I CONCUR:

(Sgd) J.R. Austin
General Chairperson

(Sgd) L.O. Schillaci
General Chairperson

cc: Messrs. B. Marcolini
L. Olson

Letter of 1992 re: Board Adjustments and Local Practices Former Appendix B-51

TORONTO, August 31, 1992

Mr. L.O. Schillaci
General Chairperson
United Transportation Union
404 - 630 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Mr. J.R. Austin
General Chairperson
United Transportation Union
695 Markham Road, Suite 6
Scarborough, Ontario
M1H 2A5

Dear Sirs:

During the discussions which culminated in the Memorandum of Settlement for Conductor-only operations dated June 4, 1992, the Union expressed concern with respect to board adjustments and the local practices which have developed over a period of time at various terminals. In particular, the Union expressed a concern that the Company could arbitrarily adjust boards thereby adversely affecting the earnings of employees on spareboards or unassigned pools and reduce the number of employees on SUB. The Company expressed a concern that there may not be sufficient employees available to meet the requirements of the service if pools and spareboards cannot be adjusted to meet operating circumstances.

This will confirm that the Company will continue to consult with the Union representatives in adjusting freight pools and road/common spareboards based on operating considerations and requirements. Local officers of the Company and the Union will meet following ratification to determine the basis for these practices.

Any disagreement with respect to pool and spareboard procedures and practices may be referred to the General Manager by the General Chairperson. Failing a resolution, this matter may be referred to the Vice-President, Industrial Relations.

Yours truly,

(Sgd) R. Colosimo
Vice-President
Industrial Relations

cc: Messrs. B. Marcolini
L. Olson

Letter of 1992 re: Potential retirement opportunities Former Appendix B-52

TORONTO, August 31, 1992

Mr. L. O. Schillaci
General Chairperson
Prairie and Pacific Regions
United Transportation Union
404-630 8th Ave. S.W.
Calgary, Alta.
T2P 1G6

Mr. J. R. Austin
General Chairperson
Atlantic and Eastern Regions
United Transportation Union
695 Markham Road, Suite 6
Scarborough, Ont.
M1H 2A5

Gentlemen:

During the negotiations of a Conductor-Only Freight Operations Agreement, a request was made to identify, by terminal, the potential number of early retirement opportunities.

Although we have an estimate of the number of employees working in a position covered by the U.T.U. collective agreement who are eligible for early retirement and the attrition required to achieve Conductor-Only Freight Operations, the estimates in respect of eligibility for early retirement are not confirmed as to eligibility by the Pension Department. Likewise, the estimate of required attrition can be significantly affected by a number of factors, such as changes to traffic levels and the number of employees electing to accept bridging or severance rather than early retirement.

In Article 5(a) of the Memorandum of Settlement covering Conductor-Only Freight Operations we outline that attrition opportunities will be provided at each home terminal to the extent necessary to achieve implementation of Conductor-Only operations. We will commit to you that, in any given year, the maximum number of attritions required to achieve this objective will first be offered to employees working in a position covered by the U.T.U. Collective Agreement. Based on the assumptions contained herein, this will mean a minimum of 410 separations.

Based on the above we have produced, by terminal, an estimate of the number of employees eligible for early retirement over the next five years, copy attached. Provided that there are no other forms of attrition of protected employees and that traffic levels remain constant, then these early retirements will be offered first to employees covered by the U.T.U. Collective Agreement.

Yours truly,

(Sgd) R. Colosimo
Vice-President
Industrial Relations

cc: Mr. B. Marcolini
Mr. L. H. Olson

ESTIMATE OF UTU EMPLOYEES ELIGIBLE FOR EARLY RETIREMENT

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>Total</u>
Kentville	2	2				
Saint John/Aroostook	3	3	1	-	1	8
Farnham/Delson	-	1	-	1	-	2
Sherbrooke	2	-	-	-	-	2
Montreal Area	29	3	6	8	6	52
Trois Rivieres/Quebec	3	1	1	-	1	6
Smiths Falls	10	-	-	1	-	11
Toronto	49	7	3	1	3	63
Hamilton/Niagara	4	1	2	-	4	11
London/Windsor	10	-	1	5	2	18
Mactier	1	-	2	-	-	3
Sault Ste. Marie	-	1	-	-	-	1
Sudbury	2	1	-	-	-	3
North Bay	5	2	1	1	-	9
Chapleau	6	-	3	-	-	9
Schreiber	4	-	-	2	-	6
Thunder Bay	7	1	3	1	3	15
Kenora	4	-	2	-	1	7
Winnipeg	8	1	1	2	1	13
Brandon	6	-	1	1	5	13
Minnedosa	2	1	1	-	-	4
Sutherland/Saskatoon	3	-	3	-	1	7
Wilkie	-	-	-	-	1	1
Wynyard	-	-	-	1	1	2
Regina	1	-	-	1	-	2
Moose Jaw	-	1	1	3	-	5
Lethbridge	3	1	1	1	1	7
Medicine Hat	1	1	2	5	1	10
Edmonton	1	-	2	-	1	4
Calgary	20	1	3	4	3	31
Red Deer	1	-	1	1	-	3

ESTIMATE OF UTU EMPLOYEES ELIGIBLE FOR EARLY RETIREMENT

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>Total</u>
Cranbrook	7	5	3	-	-	15
Nelson	1	-	-	-	-	1
Revelstoke	9	1	2	2	3	17
Coquitlam	18	3	3	2	3	29
Kamloops	3	1	3	1	2	10
Willcox	2	-	2	-	-	4

Letter of 1992 re: Inter Divisional Runs Former Appendix B-60

TORONTO, August 31, 1992

Mr. L.O. Schillaci
General Chairperson
United Transportation Union
404 - 630 8th Avenue S.W.
Calgary, Alberta
T2P 1G6

Mr. J.R. Austin
General Chairperson
United Transportation Union
695 Markham Road
Suite 6
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This has reference to the Company's demand in this round to add a new article to the Collective Agreements in connection with the establishing of Inter-divisional Runs (IDR).

While the Company and the Union recognize that the establishment of inter-divisional runs may be progressed through the provisions of the Material Change Rule in the respective Collective Agreements, the Company sought to include a provision which would allow such runs to be implemented on a 90-day notice and under pre-determined conditions.

You were not prepared to accede to the Company's proposal, but rather that such IDR proposals should continue to be handled through the Material Change Rule.

Yours truly,

(Sgd) R. Colquhoun
Manager, Labour Relations

I CONCUR:

(Sgd) J. R. Austin
General Chairperson

(Sgd) L. O. Schillaci
General Chairperson

cc: Messrs. L. Olson
B. Marcolini
M.G. Mudie
D.B. Campbell
F.J. Green
C.E. Minto
K. Jansens

Letter of 1995 re: Health and Safety Former Appendix B-71

July 14, 1995

Mr. R. S. McKenna
General Chairperson
Canadian Council of Railway
Operating Unions (BLE)
150 Metcalfe Street
Suite 1401
Ottawa, ON K2P 1P1

Mr. L. O. Schillaci
General Chairperson
Canadian Council of Railway
Operating Unions (UTU)
404-630 8th Avenue S.W.
Calgary, AB T2P 1G6

Mr. D. Curtis
General Chairperson
Canadian Council of Railway
Operating Unions (BLE)
11012 MacLeod Trail S.
Suite 270
Calgary, AB T2J 6A5

Mr. D. A. Warren
General Chairperson
Canadian Council of Railway
Operating Unions (UTU)
695 Markham Road, Suite 32
Scarborough, ON M1H 2A5

Dear General Chairmen:

This has reference to the Health and Safety issue which you tabled for discussion during this round of negotiations.

This issue was resolved on the basis that the representatives of the Company and the Council would meet during the closed period in an effort to resolve this issue. The first meeting in this regard will be held no later than ninety (90) days following the signing of a Memorandum of Agreement unless otherwise mutually agreed to.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson
Chairperson
Canadian Council of Railway
Operating Unions
Suite 750, 1595 Telesat Court
Gloucester, ON K1B 5R3

Mr. T. G. Hucker
Secretary-Treasurer
Canadian Council of Railway
Operating Unions
150 Metcalfe St., Suite 1401
Ottawa, ON K2P 1P1

Letter of 1998 re: Internal Detour Former Appendix B-78

Toronto, March 20, 1998

CCROU(UTU) West

Mr. D.C. Curtis
General Chairman
CCROU (BLE)
Suite 270
11012 MacLeod Trail
Calgary, Alberta
T2J 6A5

Mr. L.O. Schillaci
General Chairperson
CCROU (UTU)
Suite 500
706 7th Avenue SW
Calgary, Alberta
T2P 0Z1

Mr. R.S. McKenna
General Chairman
CCROU (BLE)
Unit 23A
80 Bradford Street
Barrie, Ontario
L4N 6S7

Mr. D.A. Warren
General Chairperson
CCROU (UTU)
Suite 32
695 Markham Road
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This has reference to the Internal Detour Agreement signed today between Canadian Pacific Railway and the Canadian Council of Railway Operating Unions.

Further to the aforementioned agreement, which provides a framework and ability to detour over alternate routes within CPR, both parties have consented to participate in joint discussion with officials from Canadian National North America and the CCROU (CNNA) with the intent of expanding the scope of this arrangement to include an ability to detour over specified corridors of our respective plants without the need for pilots.

Subject to reaching agreement with the CCROU, it is understood that this concept can be pursued with other Railway Companies.

Yours truly,

MG. DeGirolamo
A.V.P., Industrial Relations
Canadian Pacific Railway

G. Chehowy
Manager, Labour Relations
Canadian Pacific Railway

Letter of 1998 re: Can Alert Former Appendix B-79

Toronto, March 20, 1998

Mr. D.C. Curtis
General Chairman
CCROU (BLE)
Suite 270
11012 MacLeod Trail
Calgary, Alberta
T2J 6A5

Mr. L.O. Schillaci
General Chairperson
CCROU (UTU)
Suite 500
706 7th Avenue SW
Calgary, Alberta
T2P 0Z1

Mr. R.S. McKenna
General Chairman
CCROU (BLE)
Unit 23A
80 Bradford Street
Barrie, Ontario
L4N 6S7

Mr. D.A. Warren
General Chairperson
CCROU (UTU)
Suite 32
695 Markham Road
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This has reference to our discussions during the Method of Pay negotiations regarding the CANALERT'95 report and recommendations.

The Company has committed to operate a second CANALERT pilot project on the Brooks and Laggan Subdivisions, which will commence on or before May 1, 1997. Projected to extend for approximately ninety days, the purpose of this pilot is to refine the time-pooling concept used during the first phase of the CANALERT study. The solution must provide regular and predictable duty periods for running trades employees in unassigned service. When considered appropriate by the Company and the CCROU, time pools and other countermeasures recommended in the CANALERT'95 report, as noted below, will become subject to a staged implementation across the system.

Consistent with recommendations in the CANALERT'95 report, representatives of the Company and the CCROU will oversee development and implementation of the following additional countermeasures.

A lifestyle training program for running trades employees.
Development of a set of bunkhouse/resthouse and motel/hotel standards. These standards will provide guidance for future construction, renovation or contracting of such facilities.
A napping strategy that will ensure safety is not compromised.

Equip all lead locomotives in road service with a cab intercom connected to the radio transceiver which will provide all train crew personnel with sound-attenuating headsets. The cab intercom will have an auxiliary input jack to which privately-owned cassette-recorders and/or compact disk players can be attached.

Rail Traffic Controllers, Crew Callers and Network Management Center District Coordinators will be trained to understand the CANALERT'95 strategies and their role in these measures.

Yours truly,

MG. DeGirolamo
A.V.P., Industrial Relations
Canadian Pacific Railway

G. Chehowy
Manager, Labour Relations
Canadian Pacific Railway

Fact Finding Process

The local chairperson and the first line manager shall be required to consult in lieu of advancement of a written grievance at Step 2. The local chairperson shall advise the local manager when such fact finding consultation is desired and he shall provide supporting documentation at the time of such request.

The parties shall develop procedures for joint fact-finding. The procedure developed is to be used in cases of alleged violations of the collective agreement(s) and/or claims. It will not be used in cases of discipline or dismissal.

The Local Chair of the Union and the Manager of Operations will jointly complete the fact-finding form and both will affix their signatures to it once completed. This may be done by personal consultation or may be done electronically, by fax, or E-mail. If E-mail is used, signatures may be affixed electronically.

The form will replace the need for the written statement of the grievance from the Local Chair and the written decision from the Manager of Operations contained in Step 2, Appeal to the Division Manager, currently contained in the Collective Agreement(s).

The fact-finding form will contain as much information about the grievance as possible, but this form will not prohibit the introduction of other pertinent facts at a later time, should those facts have a bearing on the grievance.

The current collective agreement time limits for progression of a grievance concerning the meaning or alleged violation of any one or more of the provision of the Collective Agreement(s), shall not be changed.

We are agreeable to instituting this process on a trial basis in selected locations as mutually agreed.

CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS
Brotherhood of Locomotive Engineers and the United Transportation Union
And
CANADIAN PACIFIC RAILWAY
FACT-FINDING FORM

This form is used as a substitute for Step 2 – Appeal to the Manager of Operations of the Grievance Procedure and the response. Once completed, it will be considered to fully satisfy the requirements contained in that Step.

1. Who is the person making the complaint or grievance?

Name: _____ Telephone: _____

Address: _____

City & Province: _____ Postal Code: _____

Employee number: _____ Seniority number: _____

Date of entry into Svc.: _____

Position held at time of grievance: _____ Working in what service: _____

2. When did the complaint or grievance occur? Date: _____ Time: _____

3. Where did the complaint or grievance occur? Place: _____

4. What are the facts of the complaint or grievance?

5. Why is this considered to be a complaint or grievance? (Include the Article of the Collective Agreement(s), or any supplement to the collective agreement)

6. What is the action requested that will correct and/or resolve the complaint or grievance?

7. What is the position or contention of the employer?

Signature of Local Union Representative: _____

Signature of Manager of Operations: _____

Date: _____

Note: Copies of all documentary evidence such as original time claims, declination notices, letters, memos, etc. that may have a bearing on this grievance or complaint must be attached to this form before the form is forwarded to the General Chair of the Union and the District General Manager for progression at Step 3. A copy of this form and attachments should be retained by the Local Chair, the Manager of Operations and the Employee making the complaint or grievance

VII. Update List of Company Officers

1) The designations of Company Officers contained in the Collective Agreement(s) will be updated upon the re-printing of the agreement to properly reflect the current titles.

2) The Council will provide designated Company officers with an up to date list of Local Union Officers.