

Memorandum of Understanding Between
Canadian Pacific Railway
&
TCRC Division 528 (Trainmen) and TCRC Division 528 (Locomotive Engineers)
London / Windsor

It is understood that the purpose of this Agreement will be to address various issues related to the historic forcing of employees from the Home Terminal of London, Ont., to the Outpost Terminal of Windsor, Ont., and the impact both financially and personally resulting from the proper application of the Collective Agreement. The intent of this agreement is that employees will work closer to their place of residence and therefore improve their work/life balance, also enhancing productivity and performance.

Locomotive Engineers

1. Agreed Practice

- a) Accommodations at Windsor will not be provided for those who exercise seniority to permanent or temporary vacancies, under the provisions of this agreement, except in such cases in which a temporarily set back Locomotive Engineer at London chooses to remain as a Locomotive Engineer and cannot hold work at London.

In such circumstances, such employee(s) must exercise their Locomotive Engineer seniority, at the home terminal, at their earliest convenience, or choose to remain at the outpost. If they choose to remain at the outpost, accommodations will not be continued.

- b) When initially training Locomotive Engineers at Windsor, for the purposes of this agreement, the opportunity to enter the Locomotive Engineer Training Program will be open to all Non-Locomotive Engineer qualified employees at London and Windsor only. Selection of candidates will be based upon protocols established for the Locomotive Engineer training program outlined in the Collective Agreement.
- c) Should Locomotive Engineer Trainees, qualified at Windsor after the signing of this agreement, be demoted and working within the confines of the TCRC – Trainpersons Collective Agreement at other than Windsor Terminal, they may be required to respond to recall at Windsor in accordance with the Collective Agreement. This will not result in any added expense to the Company.
- d) A Locomotive Engineer from London may displace another Locomotive Engineer from London (from an assignment in Windsor) and there will be no added expense to the Company.

2. Permanent Vacancies

- a) Permanent vacancies will be bulletined as outlined in the TCRC - Locomotive Engineers Collective Agreement.
- b) Permanent vacancies will be awarded from bids received. The successful applicant will not be provided accommodations by the Company at Windsor, except in such cases in which a temporarily set back Locomotive Engineer at London chooses to remain as a Locomotive Engineer and cannot hold this work at London. In such circumstances, such employee(s) must exercise their Locomotive Engineer seniority, at the home terminal, at their earliest convenience, or choose to remain at the outpost. If they choose to remain at the outpost, accommodations will not be continued.
- c) If no bids are received for a bulletined position the senior qualified Locomotive Engineer not working as such, at Windsor, will be placed on that position.
- d) Permanent vacancies at Windsor will be filled by the junior spareboard Locomotive Engineer in London only after all Qualified Locomotive Engineers at Windsor are set up in Locomotive Engineer positions at Windsor.
- e) In the event that Locomotive Engineers from London are required to fill permanent vacancies in Windsor, they will be provided with accommodation while working in Windsor. Further, mileage allowance or transportation will be permitted for the duration of the vacancy, payable on a weekly basis (example: 14 day vacancy, car mileage would be paid twice on a round trip basis <or> round trip transportation would be provided twice). Employees covered by this provision must exercise seniority to the home terminal at their earliest opportunity. Failure to exercise seniority to the home terminal at the earliest opportunity will result in the discontinuance of both accommodations and mileage allowance.

3. Temporary Vacancies (Annual Vacation, vacancies over 7 days)

- a) Temporary vacancies will be awarded from bids received (claimed). The successful applicant will not be provided accommodations by the Company at Windsor, except in such cases in which a temporarily set back Locomotive Engineer at London chooses to remain as a Locomotive Engineer and cannot hold this work at London. In such circumstances, such employee(s) must exercise their Locomotive Engineer seniority, at the home terminal, at their earliest convenience, or choose to remain at the outpost. If they choose to remain at the outpost, accommodations will not be continued.
- b) If no bids are received or the job is not claimed, the senior qualified Locomotive Engineer not working as such at Windsor will be placed on that position.

- c) Temporary vacancies at Windsor will be filled by the junior spareboard Locomotive Engineer in London only after all qualified locomotive engineers not working as such at Windsor are set up in Locomotive Engineer positions at Windsor. Such employees will be granted accommodation for the duration of the vacancy. Further, mileage allowance or transportation will be permitted for the duration of the vacancy, payable on a weekly basis (example: 14 day vacancy, car mileage would be paid twice on a round trip basis <or> round trip transportation would be provided twice). Employees covered by this provision must exercise seniority to the home terminal at their earliest opportunity. Failure to exercise seniority to the home terminal at the earliest opportunity will result in the discontinuance of both accommodations and mileage allowance.

4. Ad Hoc Vacancies (sick, personal, vacancies of less than 7 days)

- a) Calling procedure as follows:

- 01 - First out rested locomotive engineer from London engineer spareboard (1 day only)
- 02 - Junior rested locomotive engineer from London engineer's spareboard (more than 1 day)
- 03 - Senior rested engineer from Windsor Yard making up lost shift
- 04 - Senior rested engineer from Windsor Yard requesting extra work
- 05 - Senior rested engineer from Windsor Yard on rest day requesting 6th shift
- 06 - First rested engineer from Detroit Pool
- 07 - First rested engineer from East Pool
- 08 - Senior rested engineer from London off for miles, waiting turn longest
- 09 - First rested engineer from Windsor E1 Availability List
- 10 - First rested engineer from London E1 Availability List
- 11 - First rested qualified engineer from London B9 Availability List
- 12 - Senior rested qualified demoted engineer from Windsor
- 13 - Junior rested qualified demoted engineer from London

- b) In the event that a Locomotive Engineer ex. London, filling an adhoc vacancy at Windsor, books rest upon arrival at Windsor, calling decision rules 3 through 5 will apply, on and immediate basis.

- c) Locomotive Engineers from London filling adhoc vacancies in Windsor will be paid as follows in addition to their regular shifts:

- a. car mileage or transportation to Windsor
- b. 100 mile deadhead from London to Windsor
- c. accommodation at Windsor
- d. car mileage or transportation to London
- e. 100 mile deadhead from Windsor to London

- d) Time Deadheading to the Home Terminal will begin upon the conclusion of the working tour of duty or expiration of rest and employees will not be held at the outpost location (Windsor) for more than 4 hours awaiting transportation to the Home Terminal.

5. Trainpersons:

1. When an insufficient amount of trainpersons exist in Windsor to fill all the required trainpersons positions, the vacancies will be filled by applying the proper application of the Collective Agreement.

2. London trainpersons required to fill adhoc vacancies in Windsor will be compensated as follows:
 - a. car mileage or transportation to Windsor
 - b. 100 mile deadhead for travelling from London to Windsor.
 - c. Regular rates, not less than a minimum day at applicable rates, for the tour of duty at Windsor.
 - d. 100 mile deadhead for travelling from Windsor to London.
 - e. car mileage or transportation to London

- 2(i). In application of this clause, trainpersons deadheading to Windsor to fill adhoc vacancies will not be entitled to book rest upon completion of the deadhead portion of their trip to Windsor.

- (ii). Such employees will be subject to the rest provisions of their Collective Agreement pertaining to the class of service (ie. ordered on arrival at Windsor, Full Crew – 11 hours, Reduced Crew - 10 hours). Time deadheading will count toward MTOD and work rest rules/regulations/specifications .

- (iii) Upon completion of the working tour of duty, employees will be permitted to book rest but will take such rest at the outpost terminal.

- (iv) Time deadheading to the Home Terminal will begin at the conclusion of the working tour of duty or expiration of rest and employees will not be held longer than 4 hours at the outpost location (Windsor), while awaiting for transportation to the home terminal.

- (v) Upon arrival at the home terminal all London local rules will apply.

This Memorandum of Understanding, is on a without precedence or prejudice basis, and is effective on the day of _____, 2005. This agreement supersedes all previous Local Agreements to the contrary, covering the Locomotive Engineers and Trainpersons at London and Windsor, Ontario. This agreement will remain in effect until cancelled, upon thirty (30) days written notice from either party. Upon receipt of written notice, the Company and the Union agree to meet within 7 days to review and discuss the terms of this agreement. In the event that the parties cannot resolve the issue(s), the matter will be progressed to the General Chairmen and the General Manager for final disposition.

For the Union:

D.K. Baillie
Local Chairman
TCRC – T Div. 528
London

Tom Sonier
Local Chairman
TCRC – LE Div. 528
London

Ray Vigneux
Local Chairman
TCRC - T
Windsor

For the Company:

M.P. Bilec
Manager, Road Operations
Windsor/Detroit

E. Langlois
Road Manager
Windsor/Detroit