

MEMORANDUM OF AGREEMENT
between
Canadian Pacific Railway (the Company)
and
Canadian Council of Railway Operating Unions (the CCROU)
concerning the operation of the Intermodal Services Facility at Pitt Meadows, B.C.
(Pitt Meadows)

PREAMBLE

The Company will open its new Intermodal Services facility at Pitt Meadows, B.C. on or about July 1, 1999.

Because the Company and the CCROU want to have Pitt Meadows operated by employees represented by the Council, they have joined together to address mutually desired areas of efficiency, productivity and exemplary customer service as well as the long-term growth and viability of the operation. It is understood that the CCROU is concerned with ensuring the achievement of customer satisfaction at the Pitt Meadows facility and that they will encourage their members to display a keen interest and individual initiative to achieve this goal. Therefore, the parties have agreed upon the following, which will address the special operating requirements of the Pitt Meadows facility:

1. TRAINING

1.1 Representatives from the CCROU, Intermodal Services, B.C. District Field Operations, Industrial Relations, and others who may provide specific expertise, will jointly review the training program and minimum qualification standards established for employees working at other Intermodal facilities, modifying it if necessary to suit Pitt Meadows circumstances. This program will be delivered to employees who are desirous of working at the Pitt Meadows facility. In order to remain qualified for such service, employees must maintain the qualification standards and objectives outlined in this Agreement.

1.2 The training program will be finalized by May 15, 1999 and bulletining of positions and training of incumbents and spares will be completed by June 15, 1999.

1.3 Ongoing training shall be provided to update employees qualified to work at the Pitt Meadows facility as the need arises.

1.4 Employees training for positions at Pitt Meadows shall be paid rates specified in the collective agreement for "other than MQ Training".

2. CREW CONSIST

2.1 The crew consist at the Pitt Meadows Intermodal facility will be an Intermodal Loco Engineer (ILE) and an Intermodal Conductor/Foreperson (ICF)

3. SHIFTS, WORK DAYS, REST DAYS and BREAKS

3.1 It is expected that the Pitt Meadows facility will be operated on a 24-hour per day, 7-day per week basis. This schedule is subject to change, depending upon experience with the actual operation and, therefore, the operation covered by this Agreement will be jointly reviewed by the parties after the first 60 days of operation, taking into account the switching requirements, days of service, hours of service, etc., to determine if continued full coverage is necessary

3.2 Assignments will be advertised using any of the following shift / day off patterns according to business needs and requirements at the Pitt Meadows facility;

3.2.1 eight hours per day, five days per week with two rest days per week

3.2.2 ten hours per day, four days per week with three rest days per week

3.2.3 twelve hours per day, with a rolling schedule of four days working and four days off

3.3 Changes to the work schedule will be made only after joint consultation between the appropriate local officers of the Company and the CCROU and will only be initiated upon 72 hours' bulletined notice to the crews, unless it is mutually agreed to waive such notice.

3.4 Starting times of assignments will be fixed and the starting time of a crew will not be changed without at least 48 hours' advance notice.

3.5 Relief assignments may be bulletined having variable starting times. Such starting times need not be the same for each day of the assignment but, on assignments with variable starting times, will be such that a minimum of eight hours off duty time is provided between shifts. Where the starting time of the following shift is exactly 8 hours from the bulletined ending time of the preceding shift, overtime on such shift will be voluntary and will not exceed two hours.

3.6 Extra or ad-hoc crews may be called as required from qualified employees on the Pitt Meadows Auxiliary List(s) outlined in Clause 8 below.

3.7 Pitt Meadows crews working an eight-hour per day schedule shall be entitled to one 30-minute lunch break with pay; crews working either a ten-hour per day or twelve-hour per day schedule shall be entitled to two 30-minute lunch breaks with pay. Breaks will be arranged so as not to interfere with the operation of the facility and in consultation with the Intermodal supervisor on duty.

3.8 Pitt Meadows employees working on an eight-hour shift may book rest after ten hours on duty; employees working on a ten-hour or twelve-hour shift may book rest after twelve hours on duty. In no case may rest be booked which will extend beyond the starting time of the next tour of duty. Pitt Meadows employees will give at least two hours' notice of their desire to book rest.

4. RATES of PAY

4.1 The rate of pay for an Intermodal Locomotive Engineer working at Pitt Meadows shall be:

Hourly - \$26.50

Daily - \$212.00 (eight hours)

4.2 The rate of pay for an Intermodal Conductor / Foreperson working at Pitt Meadows shall be:

Hourly - \$24.30

Daily - \$194.40 (eight hours)

4.3 Should an assignment be operated on the ten-hour or twelve-hour per shift schedule, the daily rate shall be calculated by multiplying the hourly rate by the number of hours of the assignment.

4.4 Overtime shall be triggered only after completion of the bulletined shift, i.e., after the 8th or 10th hour in those shift arrangements outlined in Clause 3 above. Employees working twelve-hour shifts shall not be required to work overtime on any assigned work day.

4.5 Any shift worked on an assigned rest day, regardless of which schedule applies, will be at the rate of one and one-half times the hourly rate of pay.

4.6 Except as provided in Clause 7.2, Pitt Meadows assignments will not be canceled on an ad hoc basis.

4.7 Employees working at Pitt Meadows shall not be eligible for any other premium payments or arbitraries, including conductor-only premiums and payments.

4.8 Employees working at Pitt Meadows shall be provided adequate, unassigned parking space for their personal automobiles. The Company shall assume no liability for loss or damage to vehicles parked at Pitt Meadows.

5. DUTIES

5.1 Employees working at the Pitt Meadows facility shall perform the following duties;

5.1.1 all required switching and marshaling of rail cars associated with the movement of Intermodal Services traffic within as well as into and out of the Pitt Meadows facility,

5.1.2 the transfer of cars and / or locomotives between Pitt Meadows and Coquitlam, as required

5.1.3 the handling of Intermodal Services traffic, either loads or empties, between the Pitt Meadows facility and Nicomen, for ultimate movement to or from the Deltaport facility at Roberts Bank, as required,

5.1.4 the handling of Intermodal Services traffic, either loads or empties, between the Pitt Meadows facility and Vancouver facilities such as Vanterm and Centerm, as required

5.1.5 the handling of locomotive consists from Hatzic to the Coquitlam Locomotive facility, required,

- 5.1.6 the handling of locomotive consists between the Pitt Meadows facility and the Coquitlam Locomotive facility, including setting trains up, performing brake tests in conjunction with Car Department employees, etc., to expedite the outbound movement of Intermodal Services trains from the Pitt Meadows facility, as required ,
- 5.1.7 the coordination of activities within the Pitt Meadows facility and with other trains and / or transfers making set-offs or lifts at the Pitt Meadows facility,
- 5.1.8 assisting trains or transfers making set-offs or lifts at the Pitt Meadows facility, in order to expedite such trains or transfers. This assistance shall be provided by both members of the Pitt Meadows crew and shall require the locomotive engineer to perform additional duties, including but not limited to, lining switches, making cuts, application of hand brakes, etc.,
- 5.1.9 maintenance of inventory using computers and the Company's Common YARDS or other programs,
- 5.1.10 "rescue" or relief of Westbound Intermodal trains en route to Pitt Meadows or Coquitlam within a 30-mile distance of Pitt Meadows so long as there is no switching associated with such "rescues", and provided that customer service at Pitt Meadows is not adversely affected.

6. BULLETIN and AWARD of POSITIONS

6.1 Positions at Pitt Meadows shall initially be bulletined and awarded to qualified candidates under the provisions of the collective agreement(s), or such local practices as may exist.

6.2 Following the initial awarding, positions shall be re-bulletined at the semi-annual General Advertisement of Assignments.

6.3 To be awarded a position at Pitt Meadows, employees must have successfully completed the training program outlined in Clause 1 above.

6.4 For the purposes of this agreement, Article 36(g) of the UTU collective agreement is modified from the present 10-day notice to a 30-day notice. For locomotive engineers, such notice must coincide with the 7-day board.

7. GENERAL HOLIDAYS

7.1 An employee holding an assigned position at Pitt Meadows who qualifies for General Holiday pay will be paid an amount equal to the daily rate of pay for his or her assignment

7.2 Depending upon operating requirements, assignment(s) may be canceled at Pitt Meadows on General Holidays.

7.3 An employee who qualifies for General Holiday pay and is required to work on a General Holiday will be paid, in addition the pay outlined in Clause 7.1, at a rate equal to one and one-half time his or her regular rate of pay for the shift worked on the holiday.

8. AUXILIARY LIST and RELIEF

8.1 Training as outlined in Clause 1 above shall be provided to an additional number of employees, beyond the number of positions actually bulletined.

8.2 Employees who have successfully completed the training program but who are unsuccessful in obtaining a bulletined position at the Pitt Meadows facility shall have their names placed on a Pitt Meadows auxiliary list and such employees shall be called to provide relief for regular Pitt Meadows employees during periods of annual vacation, illness, leaves, etc.

8.3 Auxiliary employees called to fill positions on an ad-hoc basis due to the absence of the regular, assigned employee shall be paid the rates outlined in Clause 4 above.

8.4 Should the Pitt Meadows auxiliary list be exhausted, ad-hoc vacancies shall be filled according to local rules and practices.

8.5 Auxiliary employees, other than those on spareboards, may remove their names from the auxiliary list(s) in accordance with the requirements of the operation and in compliance with local rules and practices.

9. REVIEW

9.1 This agreement is subject to review upon notice by either party to the other following a period of operation of not less than 180 days.

10. NO PRECEDENT - NO PREJUDICE

10.1 The parties signatory to this Memorandum of Agreement understand and mutually acknowledge that this agreement is entered into without precedent or prejudice and that it will not be used by either party for any reason without the consent of the other party.

11. COVERAGE

11.1 Where not specifically provided for in this agreement, the road service provisions of the existing collective agreement(s) will apply. If a conflict exists between the terms of this Agreement and the applicable collective agreement, this Agreement will take precedence.

12. RATIFICATION

12.1 This agreement is subject to the ratification processes contained in the appropriate CCROU constitutions. Notice of ratification will be provided by a separate letter no later than April 9, 1999.

Signed at _____, this ____ day of _____, 1999.

For the COMPANY

For the CCROU

M.G. Mudie District General Manager
B.C. District

D.C. Curtis General Chairman
CCROU (BLE)

M.E. Keiran Director,
Labour Relations

L.O. Schillaci General Chairperson
CCROU (UTU)

PITT MEADOWS ORIENTATION AND TRAINING
(Amendment to Article 1 of Pitt Meadows Agreement)

- 4 hours of on site orientation before start-up for the successful applicants (original 8 people in addition the successful applicants who would be in position of relieving these positions if required due to one of original 8 employees may be on vacation at the time of Pitt Meadows opening.) Times for orientation to be Scheduled by the Company without interfering with incumbents current position. (Will have dates schedule for them to perform on off time.)

- Within 30 days of being awarded a position at Pitt Meadows, incumbent will successfully complete Yard Inventory/Computer Training Program (Program to be signed off by Local Management & Local CCROU Officers (UTU Road and BLE)

- For purposes of Article 8 "Auxiliary List and Relief", There will be no "closed" auxiliary list of "Pitt Meadows Qualified" people however....

Employees called on an ad-hoc or relief basis will receive an on site orientation at the start of their first shift at Pitt Meadows.

Signed:

Jim Babson
Manager Yard Operations
Coquitlam

Dennis Lypka
Manager Road Operations
Coquitlam

Ray Hnatiuk
Loco Chairperson
U.T.U. 422

Jerry Ransom
Local Chairman
B.L.E. 320