

**MEMORANDUM OF AGREEMENT BETWEEN  
CANADIAN PACIFIC RAILWAY  
AND  
THE CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS (WINNIPEG)  
REGARDING THE OPERATION AND FIXED MILEAGE RATE FOR THE  
ROAD SWITCHER ON THE WINNIPEG BEACH SUBDIVISION.**

It is here by agreed that effective on June 9, 2003, the following Winnipeg Road Assignment will be placed on a fixed mileage method of pay at the applicable rates:

1. Selkirk/Gimli #1 Road Switcher.

The following terms and conditions apply to this Assignment:

2. Employees who work this Assignment will receive a Flat Rate of 190 miles per tour of duty. Each Locomotive Engineer, Conductor and Trainman on these assignments must fulfill the following terms and conditions to qualify for fixed rates as set above:
  - A. If notice is served in accordance with Article 29(UTU) or Article 27(BLE) by the crew or a crew member and relief is required the crew or crew member will no longer be considered to be on the fixed mileage the remaining members of the crew who did not serve notice will remain on the fixed mileage. All regular assigned crew members will be paid \$0.28/kilometer if elected to take own vehicle. The claimable distance for mileage will be a total of 68 kilometers.
  - B. Spare board employees filling adhoc vacancies on this job will be paid one 100 mile deadhead. If employees elected to take their own vehicle they can claim \$0.28/ kilometer for a total of 68 kilometers. Spareman will notify CMC if taxi is needed to deadhead to Selkirk.
  - C. Locomotive Engineers assigned or spare will be paid an additional 30 minutes for keeping the locomotive(s) serviced and supplied. Conductors assigned or spare will be paid an additional 30 minutes for posting faxed bulletins in the bulletin book. This 30 minute claim will be entered as an IT claim and will be a stand alone claim.
  - D. If the assigned or spare crew is cancelled after commencing duty due to unforeseen circumstances, as outlined in Article 28 (UTU) or Article 10 (BLE), payment will be in accordance with each respective Collective Agreement.

Unforeseen would be:

- Derailment
- Washout
- Engine failure

- A. The work assigned to the Selkirk/Gimli #1 Road Switcher assignment, when practicable, must be completed as instructed. This could require the crew or crew member, assigned or spare, to work up to the 12<sup>th</sup> hour. All rules and regulations

as outlined in GOI section 3 apply.

B. There is no premium for working statutory holidays. Employees will be paid the General Holiday an amount equal to the earnings for the working tour of duty prior to the General Holiday.

G. All BLE and UTU Winnipeg local rules apply.

3. It is here by agreed that effective on June 9, 2003 the limits of operation for the #1 Road Switcher have here by been extended by 8 (eight) miles, to reflect a total of 38 miles on the Winnipeg Beach Subdivision allowing this job to run to mileage 58 serving all customers at Gimli.

This portion of the agreement is in accordance with Article 8 BLE and Article 19 UTU of the respective Collective Agreements.

This agreement is without precedent or prejudice to either party and can be amended, revised or cancelled upon thirty days written notice by either parties. It is also agreed that if any of the assignments included in this agreement are abolished in accordance with each respective Collective Agreement and are recreated under the same parameters, the agreed upon fixed mileage would continue to apply. Any issue not covered by this agreement will be governed by the collective agreement.

Signed \_\_\_\_\_  
Steve Cavanaugh, Manager Yard/Road Operations, Canadian Pacific Railway

Signed \_\_\_\_\_  
Grant Leverick, Local Chairman CCROU –BLE, Division 76

Signed \_\_\_\_\_  
Barry Domino, Local Chairman CCROU – UTU Local 351