
**MEMORANDUM OF UNDERSTANDING RESPECTING THE APPLICATION OF FREIGHT
 CREWS BEING CALLED IN WORK TRAIN SERVICE ON THE VANCOUVER TERRITORY
 (CASCADE, PAGE, PORT AND CN YALE SUBDIVISIONS)**

FOLLOWING ONGOING DISCUSSIONS WITH THE LOCAL REPRESENTATIVES OF BLE
 DIVISION 320 AND UTU LOCAL 422, EFFECTIVE AT SIGNING DATE OF THIS LETTER, IT
 HAS BEEN AGREED TO ESTABLISH A FLAT RATE FOR WORK TRAINS.

THIS UNDERSTANDING IS BEING TAKEN WITHOUT PRECEDENT OR PREJUDICE TO
 EITHER PARTY AND IS AS FOLLOWS:

1. CONDUCTORS, LOCOMOTIVE ENGINEERS, PILOTS (IF ANY) AND TRAINPERSONS (IF ANY) IN FREIGHT SERVICE HANDLING A TRAIN OR MOVEMENT CALLED IN WORK SERVICE TO PERFORM WORK ON THE VANCOUVER TERRITORY WILL BE PAID 175 MILES FLAT RATE OF PAY BASED ON TWELVE (12) HOURS OR LESS ON DUTY.
2. THIS PAYMENT IS BASED ON THE SAME PRINCIPLES ESTABLISHED FOR THE FIXED MILEAGE METHOD OF PAY AND INCLUDES ALL INITIAL TIME, WORK TRAIN, TT&J, RUN MILES, **DEADHEADING TIME INTO AND OUT OF SERVICE** AND FINAL TIME. THESE ITEMS WILL NOT BE CLAIMED IN ADDITION TO THE FLAT RATE. OTHER PAYMENTS NOT LISTED, SUCH AS CONDUCTOR-ONLY PROVISIONS, HANDLING REVENUE CARS AND OTHER PAYMENTS APPLICABLE UNDER THE COLLECTIVE AGREEMENT WILL BE PAID IN ADDITION TO THE FLAT RATE.

SHOULD SUCH A WORK TRAIN CREW OR PILOT WORK IN EXCESS OF TWELVE (12) HOURS THEN THE CONDUCTORS, LOCOMOTIVE ENGINEERS, PILOTS (IF ANY) AND TRAINPERSONS (IF ANY) WILL BE PAID A RATE EQUAL TO ONE AND HALF (1.5) TIMES THE NORMAL WORK TRAIN RATE OF PAY, MILEAGE CALCULATIONS AT THE RATE OF 18.75 MILES FOR EACH HOUR ON THE MINUTE BASIS.

RATES OF PAY ARE BASED ON WORK TRAIN SERVICE RATE ADDED TO THROUGH FREIGHT RATE AND ARE AS FOLLOWS:

	<u>flat rate</u> <u>175 miles</u>	<u>Add NR when</u> <u>applicable as per</u> <u>Collective Agr.</u>	<u>Over</u> <u>12 Hr</u> <u>rate</u>
L.E. -	$\$1.6792 \times 175 = \293.86	$+ \$80 = \373.83	$\$31.49/hr$
Conductor -	$\$1.4397 \times 175 = \251.95	$+ \$80 = \331.83	$\$29.99/hr$
Brkperson -	$\$1.3437 \times 175 = \235.15	$+ \$80 = \315.03	$\$25.19/hr$

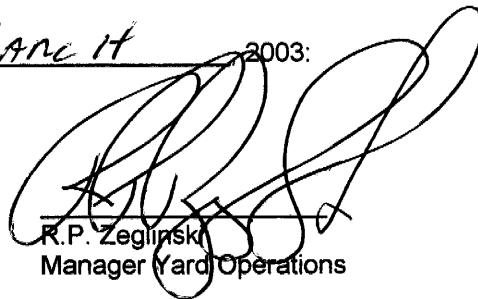
3. IN THE EVENT THAT THE CREW OR A MEMBER OF THE CREW CHOSE TO BOOK REST IN ACCORDANCE WITH THE COLLECTIVE AGREEMENT PRIOR TO THE EXPIRATION OF TWELVE HOURS, THEN THE PROVISIONS OF THE COLLECTIVE AGREEMENT WILL APPLY TO THAT TOUR OF DUTY FOR THE MEMBER (S) OF THE CREW BOOKING REST. IF THE COMPANY DECIDES TO RELIEVE AN INDIVIDUAL CREW MEMBER(S) REQUIRING REST, AND THE REST OF THE CREW CONTINUES WORKING, THEN THE REST OF THE CREW WILL BE PAID UNDER THIS FLAT RATE AGREEMENT. **EMPLOYEES PROVIDING RELEIF ACCOUNT A**


MEMBER(S) OF A CREW HAVE BOOKED REST, WILL PAID AS PER THE COLLECTIVE AGREEMENT.


4. FOR THE PURPOSES OF THE GENERAL HOLIDAY PROVISIONS, IF THE DAY PRECEDING THE HOLIDAY WAS PAID ON THE BASIS OF THIS FLAT RATE, THEN THE TOTAL EARNINGS PAID FOR THE WORKING TRIP WILL BE USED FOR THE GENERAL HOLIDAY PAY, EXCLUSIVE OF OVERTIME.
5. IT IS UNDERSTOOD UNLESS OTHERWISE STATED IN THIS AGREEMENT ALL OTHER PROVISIONS OF THE COLLECTIVE AGREEMENTS REMAIN IN EFFECT. IN ACCORDANCE WITH ARTICLES 27.13 OF THE BLE AND 29.4 OF THE UTU COLLECTIVE AGREEMENTS THIS PREMIUM PAYMENT WILL BE APPLICABLE TO ALL WORK TRAINS WORKING UNDER THIS AGREEMENT.
6. THIS RATE WILL APPLY TO ALL FREIGHT CREWS CALLED IN WORK TRAIN SERVICE. IF WORK TRAIN PAYMENT UNDER THE COLLECTIVE AGREEMENT WOULD EXCEED PAY AS PROVIDED UNDER THIS AGREEMENT THE CREW, AT THEIR OPTION, WILL BE PAID AS STIPULATED UNDER THE COLLECTIVE AGREEMENTS.
7. FUTURE GENERAL WAGE INCREASES WILL BE ADDED TO THE RATES IN THIS AGREEMENT.
8. THIS AGREEMENT IS WITHOUT PRECEDENT OF PREJUDICE. THE AGREEMENT MAY BE AMENDED OR REVISED WITH CONCURRENCE FROM ALL PARTIES OR MAY BE ABOLISHED WITH 30 DAYS WRITTEN NOTICE FROM ANY OF THE THREE PARTIES.

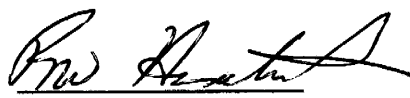
Signed at Coquitlam this 22 day of MARCH 2003:


M. Schille
Manager Road Operations


R.P. Zeglinski
Manager Yard Operations


J.S. Babson
Service Area Manager


G. M. Ranson
Local Chairman
BLE Division 320


R. W. Hnatiuk
Local Chairperson
UTU Local 422

MEMORANDUM OF UNDERSTANDING

**APPLICATION OF FREIGHT CREWS BEING CALLED IN WORK TRAIN SERVICE ON THE
CASCADE OR PAGE SUBDIVISION.**

This letter represents an understanding between Canadian Pacific Railway (Vancouver Service Area) and the CCROU (BLE 320 and UTU 422) to operate work trains over the Page and Cascade subdivisions with one crew based on the following.

Work and/or work train service has the same meaning as stipulated in the Collective Agreements. Work trains will be called from the respective terminals, Roberts Bank or Coquitlam, based upon the planned work to perform. Train Crews will be ordered based on the preponderance of scheduled work related to the particular Subdivision. If the majority of work and/or main function of the work to be performed is related to the Page Subdivision; Crews will be called from Roberts Bank. If the majority of work and/or main function of the work to be performed is related to the Cascade Subdivision; Crews will be called from Coquitlam.

In any case, crews from one terminal will not be used into, at or out of the other terminal. Roberts Bank will not perform work inside the Vancouver Terminal. Coquitlam crews will not perform work west of Pratt. This provision may be modified with prior agreement with the Unions.

It is agreed by all parties this understanding is only to be used when work on the other subdivision is minimal. It is not to be used because of manpower issues or operating convenience.

Concerns and issues that may arise from this understanding will be dealt with immediately by the parties. This understanding is agreed to without precedent or prejudice to either party, and may be revoked without notice.


Signed, this 22 day of March, 2003:



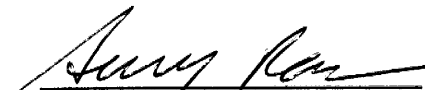
J.S. Babson
Service Area Manager



R. W. Hnatiuk
Local Chairperson, UTU Local 422



M. Schille
Manager Road Operations
BLE Division 320



G. M. Ranson
Local Chairman,



R.P. Zeglinski
Manager Yard Operations

MEMORANDUM OF UNDERSTANDING

APPLICATION OF FREIGHT CREWS BEING CALLED IN WORK TRAIN SERVICE.

With the signing of the "Memorandum of Understanding respecting the application of Freight Crews being called in Work Train service on the Vancouver Territory (Cascade, Page, Port and CN Yale Subdivisions)" it is agreed;


The Vancouver Terminal Work Train Agreement, signed September 02, 1999 and the Assigned Work Train agreement, signed October 12, 1999 are cancelled by mutual agreement.

It is understood with respect to the Memorandum of Understanding on work trains signed by the parties, when work train service is performed inside the Vancouver Terminal work train crews will use MacAuley, mile 112.3 and Smith mile 109.9 for the purpose of arriving over the main track switch.

Signed, this 22 day of March, 2003:




J.S. Babson
Service Area Manager



R. W. Hnatiuk
Local Chairperson,
UTU Local 422



M. Schille
Manager Road Operations



G. M. Ranson
Local Chairman,
BLE Division 320



R.P. Zeglinski
Manager Yard Operations