

Cobourg Wayfreight Agreement

This is in regards to our ongoing discussions pertaining to the Cobourg Turn Wayfreight assignment working on the Belleville Subdivision as assignment T-15.

It is mutually agreed that assignment will work under the following conditions:

Terms and Conditions

The assignment known as “ The Cobourg Turn” T-15 will operate with a Conductor and Locomotive Engineer between Toronto Yard and the West switch Trenton. They will not be required to do any work within the Toronto Terminal (i.e. get cars for train from class yard or switch any customers within the terminal).

The assignment will operate under the provisions of the Wayfreight agreement in the collective agreements.

The assignment will operate from Monday to Friday inclusive with an ordering time of 10:00 from the Toronto Yard GYO.

The assignment will be paid Wayfreight rates along with all conductor only premiums as set out in the current collective agreements.

The assignment will receive Initial time, 186 road miles and Final time per trip along with the applicable c-only payments (paid at Wayfreight rates).

In the event that the assignment is cancelled as per the collective agreement, the crew will be paid 132 miles at Wayfreight rates.

In the event that there is congestion at Toronto Yard and there is a complete depletion of manpower, and there is no required Wayfreight work to perform for T-15, the following will apply;

- After first discussing with the Local Chairman of the TCRC Engineers and the Local Chairman TCRC Trainman that there is in fact a complete depletion of manpower, the Cobourg Turn may bring a train from Toronto Yard to a staging point West of Trenton and then returned home by taxi or light units. The crew will not be required to perform any Wayfreight work on this tour of duty. When required to stage a train the crew will not be required to make any set-offs or lifts.

The assignment will not be required to operate another train after having staged one.

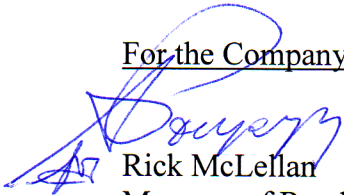
When performing the work in the above clause the assignment will be paid initial and 186 road miles (way freight rates apply).

The Belleville Runthrough crew (Toronto or Smiths Falls) called for the staged train will be paid as if completing a straight- away trip from Toronto Yard to Smith Falls (Fixed Rate) with all applicable c-only premiums.

The signatory parties to this agreement understand that this agreement is entered into on a without precedent prejudice basis and agree that this agreement will not be used by either party for any reason without the express written consent of the other party. Either party may cancel this agreement after providing thirty days written notice..

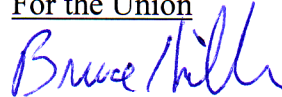
This agreement will become effective on the date of signatures .

For the Company

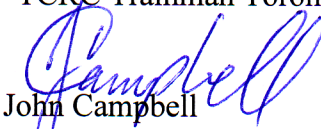


Rick McLellan
Manager of Road Operations
Montreal

For the Union



Bruce Hiller
Local Chairman
TCRC Trainman Toronto



John Campbell
Local Chairman
TCRC Engineers Toronto