

MEMORANDUM OF AGREEMENT BETWEEN  
CANADIAN PACIFIC LIMITED (CP RAIL - IFS)  
AND THE CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS  
CONCERNING THE ABOLISHMENT OF THE POSITIONS OF  
EIGHT (8) YARD FOREMEN EIGHT (8) YARD HELPERS AND  
EIGHT (8) YARD LOCOMOTIVE ENGINEERS ON  
HUMP ASSIGNMENTS AT TORONTO YARD AND THE COMMENCEMENT  
OF REMOTE HUMP OPERATIONS AT THAT LOCATION

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- 1.1 CP Rail - IFS (the "Company") intends to implement an operational change at Toronto Yard, namely the use of remote controlled locomotives on regular, relief and extra hump assignments. This will result in the abolition of eight (8) locomotive engineer, eight (8) yard foreman and eight (8) yard helper positions on such yard assignments.
- 1.2 Effective with the implementation of this operational change the Company will establish an appropriate number of Yard Service Employee (YSE) positions. The YSE will conduct humping operations and will consist of a crew of one. Each YSE will be required to perform the duties and functions specified in Appendix "B" attached hereto.
- 1.3 Implementation of this operational change will be at the option of the Company. A thirty (30) day advice of such implementation will be given to the Canadian Council of Railway Operating Unions.

## 2. Agreement Coverage

Benefits will be provided to affected employees, with home terminal Toronto, represented by the Council of Canadian Railway Operating Unions (the "Council") and who are regularly assigned to a position as;

- (a) A Locomotive Engineer under the terms and conditions of the "Collective Agreement between Canadian Pacific Limited and the Brotherhood of Locomotive Engineers on behalf of the Locomotive Engineers employed in Canada on CP Rail, Intermodal Freight Systems East of Thunder Bay"; or as

- (b) a Trainman or Yardman under the terms and conditions of the "Collective Agreement between Canadian Pacific Limited and the United Transportation Union on behalf of Conductors, Baggage-men, Brakemen, Car Retarder Operators, Yardmen and Switchtenders employed in Canada on CP Rail - Intermodal Freight Systems East of Thunder Bay"

on the day immediately preceding this material change and shall become effective concurrent with the date of implementation of this operational change. The date of implementation of this operating change will be the effective date for benefits specified except as provided in Clause 5.3 of this agreement.

### 3. Maintenance of Basic Rates

- 3.1 Subject to the eligibility provisions contained in Clause 3.3, a Trainman, Yardman or Locomotive Engineer who has two or more years of cumulative compensated service will be entitled to a Maintenance of Basic Rate Benefit in the following circumstances:

- 3.1 (a) (1) An eligible Locomotive Engineer who was regularly employed as such in passenger service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Locomotive Engineer's position in passenger service.

Note: It is understood that for the purpose of this clause the position of Second Engineer is encompassed by the term Locomotive Engineer.

- (2) An eligible Locomotive Engineer who was regularly employed as such in freight service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Locomotive Engineer's position in freight service.

Note: It is understood that for the purpose of this clause wayfreight service is encompassed by the term "freight service".

- (3) An eligible Locomotive Engineer who was regularly employed as such in roadswitcher service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Locomotive Engineer's position in roadswitcher service.

- (4) An eligible Locomotive Engineer who was regularly employed as such in yard service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Locomotive Engineer's position in yard service.
  - (5) An eligible Locomotive Engineer who was regularly employed as such on a Locomotive Engineer's spareboard on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Locomotive Engineer's position on a spareboard.
  - (6) An eligible Locomotive Engineer who was regularly employed as such on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Locomotive Engineer's position in any class of service.
- (b) (1) i. An eligible Conductor who was regularly employed as such in passenger service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Conductor's position in passenger service.
- ii. An eligible Brakeman, who was regularly employed as such in passenger service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Brakeman's position in passenger service.
- Note: It is understood that for the purposes of this Clause the term Conductor also encompasses Assistant Conductors.
- (2) i. An eligible Conductor who was regularly employed as such in roadswitcher service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Conductor's position in roadswitcher service.
  - ii. An eligible Brakeman, who was regularly employed as such in roadswitcher service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Brakeman's position in roadswitcher service.
- (3) i. An eligible Conductor who was regularly employed as such in road freight service other than roadswitcher service on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Conductor's position in road freight service.

- ii. An eligible Brakeman who was regularly employed as such in road freight service other than roadswitcher on the day immediately preceding the date of the change and who, thereafter, as a consequence of the change is unable to hold a Brakeman's position in road freight service.

Note: It is understood for the purposes of this clause that wayfreight service is encompassed by the term "road freight service".

- (4) An eligible Conductor who was regularly employed as such on the day immediately preceding the date of the change and who, as a consequence of the change is unable to hold a Conductor's position in any class of service.
- (5) i. An eligible Yard Foreman who was regularly employed as such on the day immediately preceding the date of the change and who, as a consequence of the change is unable to hold a regular Yard Foreman's position.
  - ii. An eligible Yard Helper who was regularly employed as such on the day immediately preceding the date of the change and who, as a consequence of the change is unable to hold a regular Yard Helper's position.
- (6) An eligible Yard Foreman who was assigned to a Yard Foreman's spareboard on the day immediately preceding the change and who, as a consequence of the change is unable to hold a regular Yard Foreman's position.
- (7) An eligible Trainman who was assigned to a road or common spareboard on the day immediately preceding the date of the change and who, as a consequence of the change is unable to hold a regular position on a spareboard.
- (8) An eligible Yardman who was assigned to a yard spareboard on the date immediately preceding the change and who, as a consequence of the change, is unable to hold a regular position on a spareboard.

3.2 An eligible employee shall have his basic rate maintained by payment to such employee the difference between his actual earnings in a four-week period and four times his basic weekly pay. Such difference shall be known as the employee's incumbency. In the event the employee's actual earnings in four-week period exceeds four times his basic weekly pay, no incumbency will be payable.

3.3 For the purpose of this Agreement the term "basic weekly pay" is defined as follows:

- (a) For an employee assigned to a regular position as a Locomotive Engineer in yard service on the day immediately preceding the change the "basic weekly pay" shall be \$829.85.
- (b) For an employee assigned to a regular position as Yard Foreman or Yard Helper, including assignment to a Yard Foreman's spareboard, on the day immediately preceding the change, the "basic weekly pay" shall be \$799.75 and \$727.55 respectively.
- (c) For an employee assigned to a yardman's spareboard the "basic weekly pay" shall be one-quarter (1/4) of the monetary equivalent of the monthly guarantee applicable to employees assigned to such spareboard.
- (d) For an employee in road service, including employees on road or common spareboards, the "basic weekly pay" shall be one-fifty second (1/52) of the total earnings of such employee during the twenty six full pay periods preceding his displacement or lay-off.
- (e) When computing "basic weekly pay" pursuant to clause 3.3 (d), any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits or authorized leave of absence, together with the earnings of an employee in the pay period, shall be subtracted from the twenty six (26) pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.
- (f) An employee's "basic weekly pay" as determined pursuant to this Clause 3.3 will be amended by the amount of any general wage adjustments applicable during the three (3) year period immediately following the effective date of benefits entitlement.

3.4 An employee shall be eligible for a Maintenance of Basic Rate Benefit provided he is able to hold work and;

- (a) He exercises seniority to the position with the highest rate available to him at his home terminal or outpost terminal to his home terminal in accordance with seniority provisions. In the event of dispute as to the positions with the highest rate to which he must exercise his seniority, the Company will so designate. Should the Company and Council fail to reach an agreement in any such dispute, the matter may be advanced by the General Chairman as a grievance commencing at the last step of the grievance procedure.

- (b) If as a consequence of the change he is employed as a Second Engineer, he works all vacancies as Locomotive Engineer available to him consistent with seniority provisions.
- (c) If, as a consequence of the change he is employed as a Brakeman, he works all vacancies as Conductor and Locomotive Engineer available to him consistent with seniority provisions.
- (d) If, as a consequence of the change he is employed as a Yard Foreman, he works all vacancies as Locomotive Engineer and Yard Service Employee available to him consistent with seniority provisions.
- (e) If, as a consequence of the change he is employed as a Yard Helper, he works all vacancies as Yard Foreman, Yard Service Employee and Locomotive Engineer available to him consistent with seniority provisions.
- (f) He is available for service the entire four-week period. In the event he is not available for service for the entire four-week period, his incumbency for that period shall be reduced by an amount equal to the earnings he would have earned on the day or days he is unavailable. In the application of this Clause 3.4 (f) an employee will also be considered as having made himself unavailable for service if he books in excess of ten (10) hours rest at his home terminal; or, if in assigned service, is unavailable on an assigned working day.

Note: It is understood that legislated mandated rest, pursuant to Mandatory Time Off Duty or Maximum Hours of Service, at the home terminal will be encompassed by the term "personal rest". To qualify as being "available for service" the cumulative total of legislated mandated and personal rest at the home terminal must not exceed 10 hours.

- (g) In the application of this Clause 3.4, an employee who fails to apply for a higher rated position for which he is qualified at the home terminal at which he is working or outpost terminal to that home terminal will be considered as occupying such position and his incumbency shall be reduced accordingly.

3.5 All compensation paid to an employee by the Company during each four-week period, shall be taken into account when computing the employee's incumbency. Shifts or tours of duty commencing between 0001 on the first day of the four-week period and 2400 on the last day of the four-week period, will be included in computing compensation paid.

- 3.6 The commencement of the four-week periods specified in Clause 3.5 shall be the date of implementation of this operational change.
- 3.7 Employees shall be entitled to maintenance of basic rate benefits pursuant to this agreement for a period of three (3) years from the date of implementation of this operational change except as amended by Clause 3.9.
- 3.8 On the last day of MBR entitlement, namely 3 years after the date this change was implemented, as specified by Clause 3.7 above, an eligible employee's average weekly pay for the 26 pay periods immediately preceding this date will be calculated. In calculating each employee's average weekly pay the following shall apply:
- a) Each employee's "average weekly pay" shall be one-fifty-second ( $1/52$ ) of his total earnings, excluding maintenance of basic rate payments, during the twenty-six full pay periods preceding this date.
  - b) When computing average weekly pay pursuant to sub-paragraph (a) above, any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence, together with the earnings of an employee in that pay period shall be subtracted from the twenty-six (26) day periods and total earnings. In such circumstances average weekly pay shall be calculated on a pro-rated basis by dividing the remaining earnings by twice the remaining number of pay periods.
- 3.9
- a) The average weekly pay established pursuant to Clause 3.8 will be compared to the basic weekly pay last established pursuant to Clause 3.3. If his average weekly pay is greater or equal, then the employee's entitlement to maintenance of basic rate pursuant to this agreement shall cease.
  - b) If the basic weekly pay last established pursuant to Clause 3.3 is greater than the average weekly pay pursuant to Clause 3.8, then the employee's entitlement to the maintenance of basic rate benefit last established pursuant to Clause 3.3 shall continue for an additional year and then cease.
  - c) In the event of a dispute with respect to the comparison(s) provided for in Clauses 3.9 (a) and (b), the matter may be advanced by the General Chairman as a grievance commencing at the last step of the grievance procedure.

4. Lay-Off Benefits Pursuant to the applicable "Material Changes in Working Conditions" Article
- 4.1 For each year of cumulative compensated service (or major portion thereof) an employee will be allowed a lay-off benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee.
- 4.2 An eligible employee, as defined in Appendix "A", may at the expiration of the seven-day waiting period specified in Appendix "A", make application to the designated Company Officer for a weekly lay-off benefit as follows:
- (a) A weekly lay-off benefit for each complete week of seven calendar days laid off, following the seven-day waiting period referred to in Clause 4.2, of an amount that, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under UIC for such week, will result in the employee receiving 80 percent of his basic weekly pay at time of lay-off.
  - (b) During any week, following the seven-day waiting period referred to in Clause 4.2, that an eligible employee is not eligible for UIC benefits account eligibility for such benefits having been exhausted or account such employee not being insured for UIC benefits, or account UIC waiting period, such employee may claim a weekly lay-off benefit for each complete week of seven calendar days laid off of the maximum UIC weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 80 percent of his basic weekly pay at the time of lay-off.
  - (c) Weekly lay-off benefits specified in this Clause 4.2 will cease when an eligible employee has exhausted his benefit credits as specified in Clause 4.1.
  - (d) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly lay-off benefit under this Agreement any amounts received from the Unemployment Insurance Commission in respect of such week, as well as any wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.



4.3 No weekly lay-off benefit will be made for parts of a claim week as defined in Item 1 of Appendix "A" except that:

(a) RECALL NOT COVERED BY 4.3 (b) BELOW

An employee who has qualified for weekly lay-off benefits in accordance with Item 1 of Appendix "A" and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly lay-off benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under UIC for such week will result in the employee receiving 80 percent of his basic weekly pay at time of lay-off.

(b) TEMPORARY RECALL FOR LESS THAN 5 SHIFTS OR TOURS OF DUTY

An employee who has qualified for weekly lay-off benefits in accordance with Item 1 of Appendix "A" will not have his weekly benefit payment reduced for any claim week during which he returned to the service temporarily for less than five shifts or tours of duty.

4.4 CUMULATIVE COMPENSATED SERVICE

(a) One month of cumulative compensated service will consist of:

For yard service employees - 21 days or major portion thereof; and  
For road service employees - 30 days or major portion thereof.

(b) Twelve months of cumulative compensated service shall constitute one year of cumulative compensated service. For partial year credit, any service in excess of six months cumulative compensated service shall be considered as "the major portion thereof" and shall be counted as a year of credit towards computation of lay-off benefits. Service of less than six months of cumulative compensated service shall not be included in the computation.

4.5 For the purpose of calculating an eligible employee's benefit entitlement pursuant to Item 4, the term "basic weekly pay" is defined in Clause 3.3 of this Agreement.

5. Early Separation Allowances

- 5.1 A separation plan for adversely affected Locomotive Engineers, with home terminal Toronto as well as outpost terminals thereto will be implemented which will provide special offers of optional early retirement separation allowances to nine (9) Locomotive Engineers who are eligible to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years of cumulative compensated service. Such locomotive engineers will hereafter be referred to as "eligible locomotive engineers".
- 5.2 It is understood that the total number of such separations to be made available will not exceed nine (9). It is also understood that such separations, regardless of when they are taken, will eliminate or reduce the number of MBR benefits that might otherwise be triggered when the operational change is implemented. To illustrate, each separation allowance taken at Toronto will correspondingly reduce the number of individuals that must be followed to calculate MBR benefits.
- 5.3 Two (2) separation opportunities, of the nine (9) opportunities specified in Item 5.1, for eligible Locomotive Engineers home terminalled at Toronto or outpost terminals thereto will be made available on the date this agreement is signed. The Toronto Division Superintendent will issue a bulletin, dated the day after the date this Agreement is signed, requesting applications for these two opportunities, from eligible Locomotive Engineers, on the day following the signing of this Agreement, such bulletin to run for 14 days. These opportunities will be awarded on the basis of Locomotive Engineer seniority, provided, of course, that the eligibility requirements are met. In the event these early separation opportunities are not taken they shall be added to the number of early separation opportunities specified in Item 5.4.
- 5.4 To facilitate the remaining seven (7) separation allowance opportunities, of the nine (9) opportunities specified in Item 5.1, a bulletin, dated 30 days in advance of the date of the implementation of the change, will be issued for 14 days by the Toronto Superintendent, requesting applications from eligible locomotive engineers for these seven (7) separation opportunities. These opportunities will be awarded on the basis of locomotive engineer seniority, provided, of course, that the eligibility requirements are met.

5.5 (a) The separation allowance to apply in each such special case of optional early retirement pursuant to this Agreement is to be a lump sum payment calculated on the basis of the following formula:

<u>Years of Cumulative Compensated Service</u>	<u>Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement</u>
35 or more	4.0
34	3.9
33	3.8
32	3.7
31	3.6
30	3.5
29	3.4
28	3.3
27	3.2
26	3.1
25	3.0

Note: A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g. 4 years and 1 month (or major portion thereof) equals 4-1/12 (4.083) years.

(b) One week's salary shall be the employee's Basic Weekly Rate at the time of the change as defined in Clause 3.3 of this Agreement.

5.6 A locomotive engineer whose application is accepted will be advised of his benefit entitlement within 30 days of the issuance of the bulletin, and upon notification, must make a decision to accept or reject the separation opportunity within 48 hours of notification. Such decision will be considered irrevocable upon acceptance. The employee must comply with the conditions attached thereto at the earliest opportunity following acceptance. Employees who may not be in a position to see the bulletin when issued due to authorized leave of absence, bona fide sickness or annual vacation will be advised of the contents of the bulletin via double registered mail. It will then be their responsibility to apply within the time limits.

6. This Agreement disposes all Council demands in respect of the change at Toronto Yard, Toronto, Ontario pursuant to the provisions of "Material Changes in Working Conditions" Articles of the listed Collective Agreements.

SIGNED at Calgary this 28th day of February, 1994.

FOR THE COMPANY:

FOR THE COUNCIL:

for George Cheung  
M.G. Mudie  
General Manager  
Operation and Maintenance  
CP Rail - IFS

D.A. Warren  
D.A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)

R.S. McKenna  
R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)

T.G. Hucker  
T.G. Hucker  
Canadian Council of Railway  
Operating Unions  
(Vice-President, BLE)

APPENDIX "A"

ELIGIBILITY FOR LAY-OFF BENEFITS AS PROVIDED IN  
ITEM 4 OF THIS AGREEMENT

1. An employee who is not disqualified under Item 2 hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of lay-off (herein called "a claim week") provided he meets all of the following requirements:
  - (a) He has two years or more of cumulative compensated service at the beginning of the period of continuous lay-off in which the claim week occurs began.
  - (b) For weekly lay-off benefit payment, a continuous waiting period of seven days in the period of lay-off has expired. Each period of lay-off will require a new seven-day waiting period in order to establish eligibility for weekly lay-off benefits, except that once an employee has been on lay-off for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly lay-off benefits upon lay-off within such ninety days.
  - (c) He has made application for benefits to the designated Company officers.
  - (d) He has exercised full seniority rights at his home terminal except as otherwise expressly provided in Item 2, clauses (b) and (c) of this Appendix "A".
  
2. Notwithstanding anything to the contrary in this Appendix, an employee shall not be regarded as laid off:
  - (a) During any day or period in which his employment is interrupted by leave of absence for any reason, sickness, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in Clause 2 (b) of this Appendix "A"), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction of cessation of work due to strikes by employees of the Railway.

- (b) During any interval between the time that he is recalled to service of the Company after a period of lay-off, and the time at which he actually resumes work; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Clause 3.4 (e) of the Agreement, on the same basis as if he had returned to work on the date such work became available.
- (c) If he declines for any reason, other than as expressly provided in Item 2 (b) of this Appendix "A", recall to work at his home location.
- (d) In respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Clause 3.3 of the Agreement; or
- (e) After his dismissal or resignation from the service of the Company.

## APPENDIX B

### Memorandum of Agreement Concerning the Operation of Toronto Yard Hump Assignments

This Appendix "B" to the material change Memorandum of Agreement between the Canadian Council of Railway Operating Unions and Canadian Pacific Limited - IFS provides the conditions and rates of pay for Yard Service Employees operating remotely controlled locomotives in assigned or unassigned hump service at Toronto Yard, Toronto, Ontario, with a crew consisting of a single Yard Service Employee (YSE).

Note: The term "Collective Agreement" as used in this Appendix "B" is understood to be the "Collective Agreement between Canadian Pacific Limited and the United Transportation Union on behalf of the Conductors - Baggage-men - Brakemen - Car Retarder Operators, Yardmen and Switchtenders employed in Canada on CP Rail - Intermodal Freight Systems East of Thunder Bay".

- 1.1 The Company may operate remotely controlled locomotives in assigned or unassigned hump service, as per the terms of this Agreement, at Toronto Yard upon serving 30 days written notice to the Council.
- 1.2 The minimum crew on designated hump assignments will be a single Yard Service Employee (YSE) who, in recognition of his being in charge of the operation, is qualified as a yard foreman/conductor as per the Minimum Standards Qualifications Regulations. The Company will designate which assignments will operate in this manner as dictated by operational requirements.
- 1.3 The position of Yard Service Employee is deemed to be "required" as defined by the provisions of Article 9A of the Collective Agreement.
- 1.4 Assigned and unassigned hump assignments, when manned by a crew consisting of a YSE'(s), will be governed by the terms and conditions of the Collective Agreement as amended herein.
- 2.1 A Yard Service Employee crew may, during the regularly scheduled shift, be required to assist another conventional yard crew; or to work in the capacity of a yard foreman or yard helper on a conventional yard crew in circumstances where such position could not be filled by a spare employee by the application of the Collective Agreement; or for an interim period until the spare employee called for such position appears for work; however, in such circumstances he shall not be required to work beyond the bulletined tie up time of his regular assignment. . . In such circumstances there shall be no reduction in that YSE's regular rate of pay as specified in Item 4.1.

2.2 Two (2) Yard Service Employees, each working in hump service, may be required to work together, on an ad hoc basis, to perform a specific task when such work cannot be performed by a single YSE. When so required, both employees shall receive the YSE rate of pay and the senior of the two employees shall be considered to be in charge. In such circumstances only one of the YSE's shall be equipped with a remote locomotive control pack and will be responsible for controlling the locomotive(s).

3. A Yard Service Employee will be responsible for the remote control equipment; hump locomotives; re-starting locomotives, resetting the ground relay, low water, low lube and governor lube buttons; checking locomotive fluid levels, etc. Shop staff will be deployed in the event that a malfunction cannot be addressed by a YSE.

4.1 Yard Service Employees, when employed as such, shall be compensated at the following hourly rate(s) of pay;

		<u>pro rata</u>	<u>1 1/2</u>
Effective Jan. 1, 1993	100%	\$20.596	\$30.894
	95%	\$19.566	\$29.350
	90%	\$18.536	\$27.804
	85%	\$17.507	\$26.261

4.2 The YSE rates quoted in 4.1 shall be subject to any general wage adjustments arising as a consequence of National Negotiations.

5. A Yard Service Employee equipped with a remote locomotive control pack will operate the locomotive for the purpose of performing work on, to, or from; the humping lead; the west end of A, B, C, F, G, R and W Yards; and, any trackage necessary to cover the movement of the hump engine consist to or from the diesel shop, engine storage track(s), a maintenance track or location, as well as all leads and tracks necessary to access the aforementioned yards, tracks and locations.

6.1 A crew consisting of a single Yard Service Employee will perform all the duties now associated with yard crews within the areas specified in Item 5.


6.2 Yard Service Employees will be required to perform such hump related duties as:


- a. Operate the hump locomotives to and from the diesel shop, engine storage track(s), or a maintenance track or location.
- b. Pull trains or cuts of cars to hump.
- c. Hump trains or cuts of cars.
- d. Set out "bad order" or "do not hump" cars prior to or during the humping operation.



- e. Shove humped cars which fail to clear the lead, shove or kick cars with light engine to make room in classification tracks and trim tracks as required.
  - f. Double over cars from one track to another.
  - g. Bleed cars, remove hand brakes, tie on hand brakes, line switches and other functions associated with the humping process.
7. The Company reserves the right to operate assigned and unassigned hump jobs at Toronto Yard, on a regular or ad hoc basis, with a conventional yard crew consisting of a yard foreman, a yard helper and a locomotive engineer, should it be deemed appropriate. In such circumstances this Agreement shall have no application with respect to such conventional crew.
8. Inasmuch as it is in the best interests of both the Company and the Council to ensure a safe and efficient operation at Toronto yard, it is agreed that a joint committee composed of local Company and Council officers will be established and will meet on an as required basis to ensure there will be joint consultation with respect to safety concerns, operating or other issues which either party perceives as negatively impacting that operation.
9. The terms of this agreement shall supersede any provisions, rulings or interpretations of the Collective Agreement which are in conflict herewith.

Signed at Calgary this 28th day of February, 1994;

  
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for M.G. Mudie  
General Manager  
Operation and Maintenance  
CP Rail - IFS

  
\_\_\_\_\_  
D.A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)