



Members of the
United Transportation Union
Local 416 Toronto

And



Canadian Pacific Railway

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YARD SERVICE

1. Temporary Vacancies

Temporary Vacancies may be claimed on the 6th day on all shifts.

Temporary Vacancies prior to the change of time may be claimed on the 6th day following the change of time. This will apply to all assignments.

Exceptions to this rule;

- a) Permanent Vacancies under advertisement.
- b) New assignments under advertisement.
- c) Work Trains.
- d) Annual Vacation.

2. Preferred Shift

- a) Yard employees may make one move from their own assignment to a temporary vacancy working the same shift (days, afternoons or nights). Yard employees may make a second move to a temporary vacancy with different days off, different shift times or different starting times. Yard employees will relinquish their rights to their own assignment until displaced by the regular or a senior employee.
- b) In the application of (a) above, no more than one tour of duty may be worked on the same calendar date. **(Must be displaced after 2nd move.)****

3. Changing Days Off or Starting Time.

In the event days off or starting time has been changed by more than 30 minutes, the assignment will be abolished and readvertised. No change will be made during the period of advertisement.

4. Spare Employees

- a) Spare employees booking sick or leave must remain off the Spareboard for a minimum of 10 hours and when booking o.k., will be placed at the bottom of the Spareboard.
- b) It will be the duty of the spare employee, upon being called for the tenth shift in a bi-weekly pay period, to notify the CMC accordingly. In the event of failure of a spare employee to notify the CMC of the above, the Company will be obligated to pay only on a straight time basis for such shift.
- c) When spare employees are filling vacancies, they will be subject to item 2 above.

5. Advising Employees When Displaced

When a regular or spare employee is displaced from a regular assignment or a temporary vacancy, s/he will be notified by CMC at once. **(Except while under rest)**

Regular employees displaced from permanent assignments must claim a permanent assignment within 48 hours of notification. S/He may, however, continue to work a temporary vacancy after the 48 hours have elapsed, s/he will relinquish the rights to her/his own assignment until displaced by the regular or a senior employee.

A regular employee that has been displaced from her/his permanent assignment and does not claim a permanent assignment within the 48 hours will be placed on the respective Spareboard. **(48 hour only applies to permanent vacancies in yard service, not temporary vacancies.)****

A yard person who is the successful applicant to an advertised regular assignment in the same class of service, must claim the assignment within 48 hours after the results have been posted. The yard person may continue to work a temporary but if s/he fails to claim the assignment within 48 hours, s/he cannot claim the regular assignment until displaced by the regular or a senior employee.

An employee displaced from a temporary vacancy, upon notification, has up to 4 hours to place themselves.

6. Yard Foreperson's Spareboard

In the event that it is necessary to force employees onto the Yard Foreperson's Spareboard, and then it subsequently becomes necessary to reduce the Yard Foreperson's Spareboard, the "senior forced" Yard Foreperson will have the first option of leaving the said Spareboard first.

7. Call Times

| | |
|--------------|-----------|
| Toronto Yard | 2 ½ hours |
| Lambton Yard | 2 ½ hours |
| Obico Yard | 2 ½ hours |
| Oshawa Yard | 3 hours |
| Vaughan Yard | 3 hours |

48 Hour Placement

Friday, October 29, 1999

Mr. Ray Gallop
181 Perry Street
Peterborough, ON
K9J 2H9

Mr. C. C. Smith
679 Annland Street
Pickering, ON
L1W 1A9

Dear Sirs:


This has reference to two grievances - \$HLG6728 and \$HLG6837, regarding the placement of employees on temporary vacancies.

It has been agreed to remove the restriction wherein employees are not allowed to displace onto yard assignments on days on which that assignment has days off.

The provisions regarding the 48 hours notice remain in place, i.e. employees displaced from permanent assignment only may take 48 hours to place themselves. Employees on TV's who are displaced are not allowed to take 48 hours - they must be returned to permanent jobs (assignments or spareboard) or displace a junior employee at the time of notification.

Should it be found that employees are taking advantage of the displacement rules, and should that impact available manpower, the company and the union will discuss ways to resolve the issue prior to the imposition of restrictions on displacement, or the submissions of grievances on the part of employees.

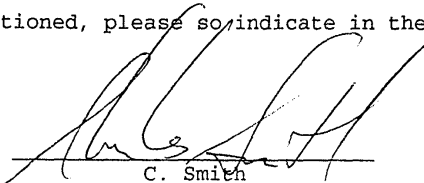
Yours truly,


F. O. Peters
Manager Yard Operations
Toronto

Should you concur with the aforementioned, please so indicate in the space provided below:

I Concur:


R. Gallop


C. Smith

OSHAWA YARD

1. Vacancies

All vacancies created account annual vacation, leave of absence or sickness (injury) in excess of 48 hours will be filled from the Toronto spare boards.

2. Deadheading

Deadheading and car allowance will be paid in accordance with article 42, rule 13 of the collective agreement and it is hereby established that allowable road miles between Toronto and Oshawa is 25 miles (40 kms.), one way. Deadheading allowance of 1 hour and 30 minutes each way at straight time rates will be allowed when applicable under the provisions of the collective agreement. If public transportation is used, reimbursement will be made upon proper submission of expenses with receipts attached. Deadheading by taxi will not be allowed unless authorized by a company officer.

3. Call Time

All spare employees called to work Oshawa assignments will be given a 3 hour call.

4. Accommodations

Accommodations will be provided to employees called until cancelled if requested.

VAUGHAN YARD

- Page 2

1.0 OVERVIEW

The parties agree that with the signatory signing below, and effective March 27, 2000 at 0001 The New Position known as the Utility person, located at the Vaughan Intermodal Terminal will follow the terms and conditions set out below.

2.0

The Utility person's duties will consist of assisting Conductor Only Crews arriving and departing the Vaughan Intermodal Yard, located approximately mile 16 on the Mactier Subdivision.

The Utility person may be required to assist in making joints on Conductor Only trains, the cutting of crossings as well as any other work required to assist in expediting the arrivals and/or departures of Conductor Only trains and there crews.

3.0

The Company agrees to supply transportation for the Utility person to assist him in the performance of his duties.

- (a) The Utility person will not be required to use his own means of transportation to perform his duties.
- (b) If the employee is requested to utilize his own vehicle to perform his duties, account Company vehicle not available, and the Utility person agrees to do so. He will be compensated at a \$50.00 flat rate each day the Utility person uses his own vehicle for the tour of his assignment.

4.0

The assignment known as the Utility person will be classified as a yard assignment and will be governed under Article 42 of the Collective Agreement.

* PAGE 3

5.0

When a vacancy exist for the utility assignment, and a spare employee is sent to protect this assignment from Toronto Spareboard. The employee will be paid two hours at yard rates each way irrespective of mode of transportation at the beginning and at the end of the vacancy.

- (a) Employees who elect to use their own personal mode of transportation will be Compensated in the amount of 60kls each way at the applicable rate in the Collective Agreement.
- (b) This assignment will be classed as a out of town assignment and will require a three Hour call.

6.0 NO PRECEDENT - NO PREJUDICE

The signatory parties to this Agreement understand that same 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.

7.0 DURATION

This Agreement will be in effect on the signing date and may be cancelled by either party upon providing a 30-day written notice of cancellation.

*******NOTE*******

It will be understood that the employee now known as the Utility person will not under any circumstances, be required to work (assist) in any way with the **NON-UNIONIZED** contractors now working with the robotized engines switching within the Vaughan Intermodal Yard.

HERDER

NOV 15 1999 16:36 FR ST.L & H ADMIN TOR 416 321 7814 TO 418778630870 P.02/02

Mr. I. Galioto
Manager of Yard Operations
Toronto Yard
STL&H

November 15, 1999

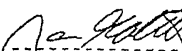
Dear sir;

In order to further clarify the Local Agreement now existing in Toronto Yard regarding the assignment known as the Herder.

It has been agreed to, without precedent or prejudice, that a crew consisting of a Locomotive Engineer and a Yardhelper only, will be considered a Herder assignment. A Herder will transfer power to and from locations within Toronto Yard as directed by the Supervisor on duty only.

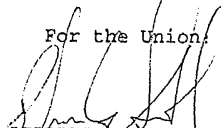
This assignment can be cancelled by either party within thirty days of written notice.

For the Company:



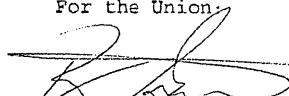
Mr. I. Galioto
Manager STL&H

For the Union:



Mr. C. C. Smith
Local Chairman
#416

For the Union:



Mr. R. D. Gallop
Local Chairman
#416

GO SERVICE

Consequent to the establishment of GO commuter train service between Milton and Toronto consisting of five(5) trains operating into Toronto in the morning and five(5) trains out of Toronto at night, five(5) days per week effective October 26, 1981, it is agreed:

1. Five(5) assignments will be established to man these trains, each assignment consisting of one(1) Conductor working one(1) train each way per day. These assignments will be bulletined to operate Willowbrook to Willowbrook via Guelph Jct. and Toronto in the morning with the crews being transported from Willowbrook to Guelph Jct. and Willowbrook to Willowbrook via Toronto and Guelph Jct. at night with the crews being transported from Guelph Jct. to Willowbrook.
2. Employees on these assignments will be paid on the basis of a separate tour of duty for the morning and afternoon trips and will claim a basic day of 150 miles at the passenger rate of pay outlined in article 1(a) of the Collective Agreement exclusive of any overtime actually incurred.
3. Overtime will be paid after eight (8) hours

Extra Service

Extra service will be recognized in the following examples:

- (a) A crew is called to report for duty prior to the advertised starting time of their assignments to move equipment other than that related to their assignment;
- (b) When crew members are required to remain on duty to perform service not related to their normal assignment on account of relief unavailable. (In the event a crew member is used in this manner for the complete assignment, payment will be in accordance with the conditions of the assignment.)
- (c) When assignments are mixed or changed during a tour of duty resulting in additional time on duty or miles run in excess of their regular assignment because of the following conditions:
 - (i) a derailment or track blockage within the GO system territory;
 - (ii) equipment failure;
 - (iii) signal failure;
 - (iv) crossing accident;
 - (v) snow or other weather conditions.

Any of the above may require that regardless of their regular operating pattern, crews may be required to operate on GO commuter territory as instructed by a company officer or commuter services supervisors.

In the circumstances described above, the crew will be paid as follows:

- (a) When time consumed is one (1) hour or less they will be paid a minimum of one (1) hour unless mileage actually run is greater, in which event actual mileage run will be allowed;
- (b) When time consumed is over one (1) hour, they will be paid on the minute basis (each three (3) minutes to count as one (1) mile.) unless mileage actually run is greater, in which event actual mileage run will be allowed.

Time or miles paid under this Item 4 will not be used to make up the basic day but will be deducted in computing overtime.

When crew members are used on other than their assignment at the commencement of their tour of duty, because someone has failed to report for duty and the commuter train is due to depart, such will not be considered extra service. Each crew member used in this manner will be returned to their regular assignment as soon as relief is available.

However, in the event s/he is not returned to her/his regular assignment, s/he will be paid not less than s/he would have earned had s/he remained on her/his regular assignment.

Vacancies

1. (a) When regularly assigned to passenger trains who are off their assigned run for any reason, must, when resuming duty, book okay prior to the scheduled arriving time of the runs at the home terminals, otherwise, the incoming relief person will be entitled to another trip on the run.
(b) This rule will also apply to all freight and passenger assignments and work trains working at points outside of Toronto. The person doing the relieving will, on their arrival at Toronto, contact the CMC to see if s/he has been cancelled and the person doing relief at points outside of Toronto will inquire from the CMC to ascertain if s/he has been cancelled.
(c) Senior employees exercising their seniority to displace an employee protecting an assignment mentioned in the above rule will also be governed by the rule.

Vacancies of less than six (6) days will be filled from the Toronto Trainperson's Spareboard. Known vacancies of six (6) days or more to be filled in accordance with the Collective Agreement with London prior rights employees having preference, and be paid as provided in the preceding paragraphs. All trainperson's on the Toronto Trainperson's Spareboard on the date of implementation of the GO commuter service, will be provided training and will be paid as provided in clause 7(b). Other employees will be required to familiarize themselves with this operation on their own time. Until such other employees do so qualify themselves, they will not be called for this work and this will not constitute a runaround.

In order to facilitate such familiarization training and instruction, the usual bulletin procedures will be relaxed in order to identify the employees who must be trained sufficiently in advance of the inauguration of this service.

- Employees assigned to this service as a result of the initial bulletin will remain on these assignments for a period of six (6) months. However, an employee on leave of absence or vacation with pay during the entire period that the bulletin is in effect will be permitted to apply for such service provided s/he makes application upon reporting for duty.
2. When service is adjusted to accommodate certain general holidays and election day requirements, these assignments can be scheduled and operated within the terms of this agreement to meet such accommodation without requiring re-bulletining or additional payment.
 3. Prior to inauguration of this service, employees assigned to it as a result of the initial bulletin will receive familiarization training and instruction on the equipment. Employees undergoing such training will be paid as follows:
Employees in assigned service, including pools, will be paid for the actual time lost; when no time is lost, pay will be allowed hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from the time required to report) at a rate per hour of $1/8^{\text{th}}$ of the daily passenger rate. In no case shall payment be less than four (4) hours.
Employees on spare boards will be paid a minimum day at passenger rates.

Initially, a sufficient number of spare employees to provide relief on these assignments will be trained to operate in this service.

Any provisions of the Collective Agreement, existing rules or practices which are in conflict with this Memorandum of Agreement will not apply.

It is understood that the provisions of this Memorandum of Agreement are limited to the anticipated 1981 commuter service operation between Milton and Toronto and do not constitute a precedent in respect of other commuter operations in Toronto or other areas, nor will they be used by either party against the other. Any change in this operation will be subject of further discussion.

The provisions of this Memorandum of Agreement may be revised or amended on ninety (90) days written request from either party to the other.

Displacement

A regular assigned Conductor or Trainperson who is filling in on a vacancy, or a spare Trainperson who has been called for a vacancy, who have worked the morning tour of duty will not be displaced from the afternoon tour of duty by a Trainperson exercising their seniority.

Half Trip

Spare Trainpersons who are called for either a morning or afternoon tour of duty (one half day) be made first out on the spare board after any rest booked, providing such rest is not less than five (5) hours and not more than eight (8).

Accommodations

Notice No. 294

April 27th 1999

Locomotive Engineers Conductors Yardmen/Trainmen - All Points

ACCOMMODATIONS FOR SPARE GO EMPLOYEES

It has been recognized that the facilities at Willowbrook Crew Centre at times becomes over crowded, and this presents a problem for spare employees who need accommodation between shifts on the GO trains.

In order to address this ongoing problem, the company has acquired additional accommodations for employees. These additional facilities will be made available subject to the following criteria:

1. These accommodations will only be available for a spare employee who maintains who is resident outside of the 416 area code; and
2. The Willowbrook facility accommodations are full.

The name and location of the auxiliary accommodation is as follows;

When you arrive at the Motel, you must identify yourself as an St.L&H employee and sign in on the register provided.

Please remember that these accommodations are here to assist you in receiving the proper rest needed between shifts on the GO Trains which you are required to protect.

This arrangement will remain in effect unless the company states otherwise.

S.M. Bromley
District General Manager
StL&H - East/West Corridor

B.D. Wilson
District General Manager
StL&H - North/South Corridor

** PAGE TOTALE.02 **

MAIN LINE (ROAD) SERVICE

Local rules governing Conductors and Trainpersons, District 1 and 3 Toronto.

1. (a) When regularly assigned to passenger trains who are off their assigned run for any reason, must, when resuming duty, book okay prior to the scheduled arriving time of the runs at the home terminals, otherwise, the incoming relief person will be entitled to another trip on the run.
(b) This rule will also apply to all freight and passenger assignments and work trains working at points outside of Toronto. The person doing the relieving will, on their arrival at Toronto, contact the CMC to see if s/he has been cancelled and the person doing relief at points outside of Toronto will inquire from the CMC to ascertain if s/he has been cancelled.
(c) Senior employees exercising their seniority to displace an employee protecting an assignment mentioned in the above rule will also be governed by the rule.
2. Trainpersons called to protect a temporary vacancy on a passenger assignment or an assigned work train outside of Toronto, will protect same for the first six (6) days unless cancelled by the regular employee.
3. Conductors and Trainpersons on Wayfreight, Roadswitcher or pick-up assignments with home terminal Toronto who are off their assignment for any reason, will, when resuming duty, book okay three (3) hours before the regular ordering time of their train or lose the next trip.

Spare Boards

4. There will be two (2) Spare boards as follows:
 - (a) Conductor's Spareboard
 - (b) Trainpersons Spareboard
5. These spare boards will operate on a first in first out basis and provide relief for Roadpersons in both Districts.
6. Conductors and Trainpersons will take their turn on their respective spare boards at the time their train arrives at the designated point except that spare employees on Roadswitcher and Industrial assignments will take their turn from their actual off duty time.
7. The Conductor's Spareboard will be bulletined and considered an assignment and will fill all Conductors vacancies. If a spare Conductor books off or misses a call, s/he remains off the spare board for eight (8) hours.
In the case of an out of town assignment, the spare Conductor who missed the call will remain off until the relieving employee returns, except that s/he may displace this employee without deadheading cost to the company.

Off for miles

8. An employee returning, having been off for miles, will be placed in their pool or Spareboard at 2130 hours, enabling them to take a call for 0001 hours, on the first day of their mileage period.

Missed call

9. Trainpersons regularly assigned to this Spareboard, who are okay for duty and who are first out for each and every vacancy or job requirement, who miss a call for any reason, book sick or leave when called, will be held off the working list until the person who went out in their place returns to the home terminal, and will then follow said person on the working list.
10. Trainpersons who are okay for duty and second out for each and every vacancy or job requirement who miss a call for any reason, book sick or leave when called, will be held off the working list for twelve (12) hours or until the person who went out in their place returns to the home terminal, if such person returns in less than twelve (12) hours.
11. Trainpersons who are okay for duty and third out for each and every vacancy or job requirement who miss a call for any reason, book sick or leave when called, will be held off the working list for eight (8) hours or until the person who went out in their place returns to the home terminal, if such person returns in less than eight(8) hours.

N.B. 4th employee is rejected – No penalty

In the event that such a call is for an outside assignment or work train service, this rule will not prevent her/him from going to the outside point to displace the person who took the call in their place at no expense to the company. The person who took the call in their place will be entitled to any compensation for deadheading as provided in Article 22 and 38 of the Collective Agreement.

Booking sick at outside locations

12. Trainpersons booking sick or leave while working at an outside point will not be permitted to book okay at the home terminal until the person sent out in their place returns to the home terminal. The person who booked sick or leave may, when okay, cancel the person called to relieve her/him at the outside point but will not be paid for deadheading from the outside point.

Choice of work

13. In the event two or more spare employees are required for the same time, the employee first out will be called for the longest trip.(**CHOICE**)

Preference of work

14. All spare Roadpersons will advise the CMC of their preference in working Roadswitcher or Industrial assignments out of West Toronto or Agincourt and when two or more persons are required for such assignments ordered for the same time, CMC will call the person for the preferred location when practicable.

Blind Bids

15. When crews are to be set up, or when a permanent vacancy occurs on District #1 or District #3 freight pools, and no prior rights persons are available, blind bids will be accepted by CMC from the master seniority list and the position will be awarded to the senior qualified person applying.

Short Turn Rule – All Districts.

When a Conductor or Trainperson makes other than a straightaway or TCS trip to the recognized away from home terminal s/he may:

1. Remain first-out after arrival at the HOME terminal provided that s/he books at least five (5) hours but not more than eight (8) hours rest;

IF less than five (5) or more than eight (8) hours rest is booked, the turn goes back in regular pool placement as per the “No-Scoop” rule.

2. For other turns short of the away from home terminal, s/he may place themselves according to their “ARRIVAL OUTER MAIN TACK SWITCH” (AOMTS) time and be governed by the applicable rest rules.

NOTES: **A.** When placement is done via part 2, the “No-Scoop” rule does not apply.
B. This rule does not apply to Spare persons working a POOL TURN.
C. A POOL TURN worked by a Spare employee will follow its normal POOL rotation under the “No-Scoop” rule.

Temporary Vacancies

Temporary Vacancies may be claimed on the 7th day on all shifts.

Temporary Vacancies prior to the change of time may be claimed on the 7th day following the change of time. This will apply to all assignments.

Exceptions to this rule;

- e) Permanent Vacancies under advertisement.
- f) New assignments under advertisement.
- g) Work Trains.
- h) Annual Vacation.

Employees holding prior seniority rights in District 1 and 3 will have preference in filling temporary vacancies on their respective prior rights district. Otherwise, temporary vacancies will be filled by the senior employee desiring same.

When filling away from home vacancies, the junior trainperson available on the Spareboard will be called unless a senior employee desires the vacancy. Such employee will protect the same until cancelled by the regular person or displaced by a senior employee as set out in Article 38 B of the Collective Agreement. If the junior Trainperson is not available, such vacancy will be protected by the junior trainperson available until displaced by the junior Trainperson working or a Trainperson desiring the vacancy.

NOTE: Employees must request relief by the end of the work week, prior to going off duty.

SWITCHING LIMITS GALT and CANPA SUBDIVISIONS

It is agreed that the switching limits on the Galt Subdivision are to mileage 15.0 and the Canpa Subdivision are to mileage 2.6

1. As provided in article 42, rule 7, clause (d) of the Collective Agreement, the rights of Roadpersons will be protected on that portion of the Galt and Canpa Subdivisions as follows:
 - (a) The first two assignments now known as the Obico and Canpa Industrial jobs will continue to be filled and bulletined to Roadpersons prior rights.
 - (b) The rights of Roadpersons will be protected on that portion of the Galt Subdivision from mileage 9.6 to mile 19.0 as follows;
The third assignment known as the Cooksville Turn will continue to be filled by and bulletined to London Roadpersons Conductor working with Toronto Trainpersons. **(London Conductors first)**(1981 prior rights)****
2. All additional work required in the territory mile 1.5 to 2.6 on the Canpa Subdivision and to 9.6 on the Galt Subdivision will be filled and bulletined to Yard persons.
3. The assignment now known as the Streetsville Roadswitcher operating between Lambton and Guelph Jct. and filled by London Division Roadpersons will continue in effect and will not be abolished as a result of any reallocation of work due to present switching limits.
4. Yard crews may do incidental transfer and switching service in this territory.
5. When accumulative hours of incidental transfer and switching service, as referred to in 4 above, amount to 20 hours per week, an additional crew will be assigned, subject to negotiations between the local officers and local representatives.
6. London division crews will be relieved by the Toronto Trainpersons Spareboard. Toronto Road crews will be relieved by either the Toronto Conductors or Toronto Trainpersons Spareboard or both.
7. The Obico Industrial, Canpa Industrial and the Cooksville Turn will be paid Yard rates under Roadswitcher conditions.
8. The designated points referred to in Article 11, clause (n) of the Road schedule, will remain as shown therein.
9. The local officers of the company and the UTU will cooperate in the application of this agreement to provide the company with switching service of this Agreement and to provide for the allocation of work between Road and Yard persons as provided for in this Agreement.

EXTENSION OF THE SWITCHING LIMITS ON THE BELLEVILLE
SUBDIVISION TO MILE 164.5 AND ON THE HAVELOCK
SUBDIVISION TO MILE 148.6

1. The respective Toronto Division persons (Toronto District #1) will continue to have preference in filling two Oshawa assignments (Oshawa A and B turn) working under yard rates and Roadswitcher conditions.
2. The present assignments known as the Oshawa A and B turn will operate with reduced crews except under the following conditions:
 - (a) When persons with a seniority date on the seniority District #3 master list on or prior to March 7, 1979 have made application or displaced on these assignment: and
 - (b) When persons available on the road spare boards which normally supplies relief for the above mentioned assignment and they have a seniority date on the Seniority District #3 Master list on or prior to March 7, 1979 and the provisions of clause (a) have been fulfilled.
2. Effective on the date of signing this Agreement, reduced yard crews will operate to mile 164.5 Belleville Subdivision and 148.6 Havelock Subdivision.
3. It is understood that (Rule 3) Yard starting time in the UTU (T) Agreement will not apply to assignments operating to mile 164.5 Belleville Subdivision or mile 148.6 Havelock Subdivision.
4. The company may, at any time, increase the size of any reduced crew and at any time, return it to a reduced crew compliment without altering its reduced crew status.
5. It is understood that the intent of this Agreement is not to yard trains in other areas except where the company has the right to do so at present.
6. Resolution of any disputes as to the safe operation of any of these assignments by a reduced crew will be through discussions between the appropriate local officers of the company and the appropriate local chairperson. Should such disputes be unresolved, they will be referred to the General Manager and , if necessary, the Canadian Railway Office of Arbitration for final disposition.
7. In the event any commuter service should be inaugurated in the future in this area, preference in filling will go to District #1 persons.
8. To protect the rights of road crews in conformity with Article 42 of the road schedule and rule 7, clause (d) paragraph 3 of the yard schedule, work will be allocated as follows:
 - (a) Two assignments,(known as The Leaside Industrial and Agincourt Industrial) will be filled by and bulletined to roadpersons of the Toronto promotion district.
 - (b) Whenever relief is required for the two assignments specified in (a), it will be obtained from the Conductor's and/or Trainperson Spareboard.
 - (c) All other assignments within the territory will be filled and bulletined to Yard persons of the Toronto Terminals.

9. Road crews filling the assignments specified in clause 1. subsection (a) will be paid yard rates under Roadswitcher conditions.

METROPOLITAN TORONTO AGREEMENT

1. It is agreed that Trainpersons or Conductors being displaced from working any London zone assignments, which have home terminals in Metropolitan Toronto, may exercise their seniority to assignments situated in Toronto District #1 zone or Toronto District #3 zone. The requirement to exercise seniority in the London zone shall be waived.
2. It is mutually agreed that the company will not be subjected to any additional expense as a result of the interpretation or implementation of this Agreement.
3. This Agreement becomes effective this 15th day of January, 1992, and may be cancelled upon thirty (30) days written notice by either party.

SPENCE AGREEMENT

DECEMBER 22, 1999

1.0 OVERVIEW

The parties agree that effective the signatory date of this AGREEMENT, that with the creation and subsequent opening of the Spence Pre-Tripping Facility mileage 41.6 Mactier Subdivision, the following terms and conditions will apply and will supercede the present day Letters of Understanding dated June 12, 1996, and the Second Emery Extension Letter, dated August 17, 1987.

2.0 COVERAGE/ TERMS AND CONDITIONS MAINLINE ASSIGNMENTS/ EXTENSION OF SOUTHWARD LIMITS

Further to our discussion held on December 17th, 1999 at Toronto Yard with the creation of the Spence Facility, it was agreed that the assignments presently known as the " Alliston Roadswitcher/Honda Assignments " will be abolished and renamed, " Spence Roadswitcher/Honda Assignments ". It was further agreed that, these assignments will have new limits, which will be as follows;

- a) The assignments that operate exclusively out of Spence for the purpose of servicing Honda and the requirements of the Spence pre-tripping facility, will have limits extending from Mile 55 and with this agreement, extend to Mile 0.2 Mactier subdivision, and will handle only traffic destined to Spence. They will not be required to switch any other customer(s) regardless of circumstance. These assignments may switch the siding tracks at Alliston and if necessary, be utilized for the staging of, or shuttling of, Spence/Honda equipment, between Spence and Ypres siding, but will be used primarily for the pre-tripping and spotting requirements at both Spence and the Loading Facility at Honda Alliston.
- b) These assignments may, *only in the event of equipment failure* and in the interest of expedited Honda or Spence customer service requirements, assist, or bring in any of the assignments operating between Lambton and Spence with the sole purpose of servicing Honda Alliston requirements.

December 22, 1999

- c) The assignments that operate out of Lambton and Spence that will be used solely for the purpose of moving traffic between Lambton and Spence will have the same limits as outlined in paragraph (a) above.
- d) In the event of the necessity to apply the provisions as outlined in section (b) above, an automatic penalty payment in the amount of 100 miles at yard rates will, without delay, be made to each of the first out available employees on the Toronto Engineer's Spareboard, the Conductor's Spareboard and the Trainperson's Spareboard.
- e) The assignments outlined in (c) may move within the Toronto Terminal in conjunction with their own train and will not be used to transfer power or other such related work deemed necessary. They will only handle Spence related traffic. Non compliance will be handled in the same manner as in Item 2 (d) above, but, the payment will apply to the Engineers Spareboard, the Toronto Yard Foreperson's Spareboard and the Toronto Yardhelper's Spareboard, and, there will be a penalty payment to each of the crewmembers performing such extra service in the amount of 100 miles at through freight rates.
- f) Any regular assignment, or extra, that operates out of the Toronto Terminal with daily duties applying solely to servicing Spence Terminal will operate under the same terms and conditions of this agreement.
- g) The Spence Roadswitcher assignments headquartered in both Spence and Lambton will come under Yard Rates and Road conditions insofar as rates of pay and working conditions are concerned.

3.0 MANNING OF AD-HOC / RELIEF

- a) Employees headquartered in Toronto that are required to fill in on temporary vacancies or extras covering these assignments territory that are headquartered at Spence Terminal will be paid 61 miles at yard rates each way irrespective of the mode of transportation at the beginning and at the end of the vacancy.
- b) Employees who elect to use their own personal mode of transportation will be compensated in the amount of 110kls each way, at the applicable rate in the Collective Agreement.
- c) All spare work for these assignments will be filled from the Toronto Road Spareboards based on call for that district.

December 22, 1999

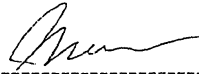
4.0 NO PRECEDENT - NO PREJUDICE

The signatory parties to this Agreement understand that same 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.

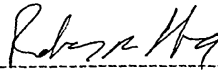
5.0 DURATION

This Agreement will be in effect on the signing date and may be cancelled by either party upon providing a 30-day written notice of cancellation.

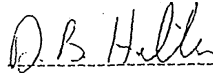
Signed this 22 day of December 1999.



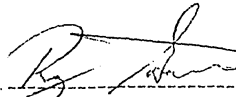
FOR THE COMPANY:
H.J. Morrison
Manager Road Operations
ST.L & H Railway
Toronto Yard



FOR THE BROTHERHOOD:
R.F. Hewitt
Local Chairman
Division 295
Brotherhood of Locomotive Engineers



D.B. Miller
Local Chairman
Local 416 District 3
United Transportation Union



R.D. Gallop
Local Chairman
Local 416 Yard
United Transportation Union

FEB 05 2000 06:24 FR CP MACTIER

705 375 0108 TO 18778630870

P. 03/05

**LETTER OF UNDERSTANDING
BETWEEN
ST. LAWRENCE & HUDSON RAILWAY
(TORONTO)
(CANADIAN PACIFIC LTD)
AND THE
CANADIAN COUNCIL OF OPERATING UNIONS
REPRESENTING
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
DIVISION 295
AND THE
UNITED TRANSPORTATION UNION
LOCAL 416**

December 22, 1999

Mr. H. J. Morrison
Manager Road Operations
St. L & H Railway
Toronto Yard

Dear Sir,

This is in regards to our meeting held at Toronto on December 17th, 1999
referencing the Proposed Spence Terminal Agreement, specifically, Item 3.0
(a).

In the body of Item 3.0 (a), it refers to a deadhead payment to protect
assignments at Spence Terminal to be paid at 61 miles yard rates. The Union
has raised concerns over the Company's ability to pay this agreed to amount
in a correct and expeditious manner to not delay employees income.

FEB 05 2000 06:24 FR CP MACTIER

705 375 0108 TU 18/12/99

P.05/05

◆ Page 2

December 22, 1999

This letter has been entered into freely by both parties at the Unions request to have this payment paid properly.

In the interest of fairness, it was further agreed that, in the event that the Company was not able to put the proper payment features in place by December 31st, 1999, that the agreement would then reflect a payment of 100 miles at through freight rates.

If you concur with this capsulation of our meeting, would you please indicate as such in the space provided and retain one (1) copy for your records and return the other two (2) copies for Mr.Hiller's files as well as mine.

Sincerely,

Robert F Hewitt
LC 295

I concur



H.J.Morrison
Manager Road Operations
St,L & H Railway
Toronto Yard

C.C.
D.B. Hiller
Local Chairperson
Local 416 District 3
UTU

HAMILTON POOL

Effective April 8th, 1973, a separate Hamilton pool will be established.

This pool will be an advertised assignment known as “Hamilton Freight Pool”, and will work on a first in first out basis

In accordance with the above, as this is an advertised assignment, pick up rates will be allowed on all trains and on trains operating Toronto Yard to Hamilton (Kinnear or Aberdeen) and return, final terminal time will be allowed from the time the crew arrives at Canpa until they are off duty.

To resolve some of the problems now experienced in the train operation on the Hamilton Subdivision. The above will govern without precedent until further advised.

In the event that a vacant turn comes first out and there is no person available to fill the turn, the turn will be carried along with the person in the turn behind it. Upon return to Toronto, this turn will be placed in the proper order ahead of the turn that carried it. This will be done with the first turn in this kind of occurrence only. Any subsequent vacant turns which can not be filled that day go to the bottom of the board.

Conductors not available

Conductors on pool boards who book off or are not available for any reason when called will, when returning to work, be placed in their turn, if their turn is not available they must be off for at least twenty-four (24) hours before booking on at the bottom of their board.

NORTH POOL

Establishing turn

1. North Pool Conductors and Trainpersons will establish their turn from their arrival time at the outer main track switch (AOMTS) or designated point, except a pool crew passed enroute will hold their turn at their objective terminal or on their return to their home terminal should the rest rule prevent securing their turn at the away from home terminal. (Crews must check in CMA when this has happened)

Unassigned work

2. Unassigned work, snow plows and work extras on District #3, old Bruce Promotion District, be given to Conductor's and/or Trainperson's Spareboard. This will not prevent a Pool crew being ordered at Mactier for one (1) day in Work train or Snow-Plow service, nor will it affect the provisions of Article 20, clause (i), "Work Train service enroute."

N.B. Track Evaluation car

- (a) When required to do work enroute, a spare crew will be ordered
- (b) When required to run light, a pool crew will be ordered.

Short turn (ex. Mactier)

3. That a crew called for any short turn out of Mactier to and including Midhurst and return, will stand first out at Mactier on arrival. (Regardless of rest booked.)

Conductors not available

4. Conductors on pool boards who book off or are not available for any reason when called will, when returning to work, be placed in their turn, if their turn is not available they must be off for at least twentyfour (24) hours before booking on at the bottom of their board.

Carrying turns

5. In the event that a vacant turn comes first out and there is no person available to fill the turn, the turn will be carried along with the person in the turn behind it. Upon return to Toronto, this turn will be placed in the proper order ahead of the turn that carried it. This will be done with the first turn in this kind of occurrence only. Any subsequent vacant turns which can not be filled that day go to the bottom of the board.

RUN-THROUGH POOL
(Home terminal Toronto)

Vacancies (Run-Through pool)

Conductors and Trainpersons filling vacancies in the Run-Through Pool service, District #1, having established their turn (made a trip), must be displaced on arrival, except by the regular person or a displaced person from another filled vacancy.

Set offs (File:P742)

TORONTO, October 21, 1991

“In response to your letter and our recent conversation concerning the marshalling of traffic to be set off enroute between Toronto and Smiths Falls as it pertains to the Run Trough Agreement.

This letter will confirm that I have agreed that traffic to be set off enroute should not be handled behind any more than fifteen (15) cars ~~b~~hind the engines.

In the event that the train is not properly marshaled, then steps will be taken to remarshal same to accomplish this end at the originating terminal.”

Yours truly,
L.A.Clarke
Superintendent
PCC/

cc: G.A. O’Callaghan

TRENTON AS A TERMINAL

June 23, 1999

This letter of understanding is to further clarify company file #20698-237 dated September 11, 1970, which itself is a letter of clarification of the Belleville Run-Through Agreement Item 3.

It is mutually agreed that the intent of file #20698-237 was to specify that Trenton was and still remains a Terminal and crews providing relief of other than Run-Through Trains, will be compensated as per Article 5(5) BLE, and Article 22(e) UTU.

It is understood that this letter of understanding further clarifies the existing letters dealing with this issue.

FOR THE COMPANY:

H.J.MORRISON
MANAGER OPERATIONS

FOR THE COUNCIL

R.F.HEWITT
BLE LC 295

D.J.LEMAY
BLE LC 658

J.D.CAMPBELL
UTU LC 416

G.R.MARTENS
UTU LC 456

GENERAL

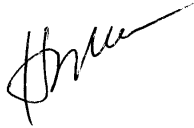
local rules changes

file:///C:/My Documents/Kids/local rules changes.html

**UNITED TRANSPORTATION UNION
LOCAL # 416 TORONTO**

February 8, 2001

**Mr. H. Morrison
Manager Roar Operations
Toronto Division
STL&H**



Dear Sir:

Please note that the members listed on the following pages of executives for Local #416 will be entitled to book off account Union Business. It is also requested that from time to time members of Local #416 may be required to be off on Union Business as well, to assist in certain Local endeavors as may be requested by the Local Chairman or Local President in which the Union will inform the Company prior, so as not to leave the Company short of available employees.

Yours Truly;

**Mike Yorkston
President
Lodge #416
Toronto
CCROU**

2/7/01 7:48 PM

UNITED TRANSPORTATION UNION
LOCAL 416 TORONTO

January 1 2001

List of Executives and Representatives for Local 416 for 2000

PRESIDENT: Michael I. Yorston PHONE: 416-767-7311
226 Indian Grove CELL:
Toronto, Ontario. M6P 2H2
E-MAIL: NA.

VICE PRESIDENT: Michel Miron PHONE: 905-579-2323
677 Frobisher Court
Oshawa, Ontario. L1J 8M9
E-MAIL: michel.d.miron@sympatico.ca

PAST PRESIDENT: Paul J. Robinson PHONE: 416-224-9519
2911 Bayview Ave., L-105
North York, Ontario. M2K 1E8
E-MAIL: pjr416@home.com

SECRETARY Jacquelynn N. Chin PHONE: 416-691-4577
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Scarborough, Ontario M1N 3H7
E-MAIL: bridchin@planeteer.com

TREASURER Edward L. Ellis PHONE: 905-404-0969
569 Veterans Road
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E-MAIL: ed.ellis@home.com

TRUSTEES: Curt F. Born PHONE: 905-430-4635
919 Brock Street South
Whitby, Ontario. L1N 4L5
E-MAIL: na.

David J. Humphrey PHONE: 905-943-9353
27 Stiver Crt.,
Unionville, Ontario L3R 2R1
E-MAIL: na.

Robert C. Hosang PHONE: 705-932-2976
1194 Deyell Line
RR#1 Millbrook, Ont. L0A 1G0
E-MAIL: RSHosang@Neticom.com

LEGISLATIVE REP Craig L. Rasmussen PHONE: 705-357-1831
12345 Sideroad 17 RR #1 PAGER: 416-331-5506
Sunderland, Ont. L0C 1H0
E-MAIL: Craig.Rasmussen@sympatico.ca

ALTERNATE Ray Gallop PHONE: 705-760-9595
LEGISLATIVE REP 181 Perry Street
Peterborough, Ont. K9J 2H9
E-MAIL: rgallop3@home.com

DISTRICT 1(East)

LOCALCHAIRPERSON John D. Campbell **PHONE:** 705-745-8918
1606 Forest Hill Blvd. **Pager:** 416-600-6473
Peterborough, Ont. K9J 7T5
E-MAIL: jdcampbell01@sympatico.ca

VICE LOCALCHAIR David J. Humphrey **PHONE:** 905-943-9353
27 Stiver Crt.,
Unionville, Ont. L3R 2R1
E-MAIL: na

DISTRICT 3(North)

LOCALCHAIRPERSON D. Bruce Hiller **PHONE:** 905-576-8687
562 Capilano Crescent **PAGER:** 416-468-3527
Oshawa, Ont. L1H 7V2
E-MAIL: dbhiller@idirect.com

VICE-LOCALCHAIR G. Banton **PHONE:** 905-697-0461
75 Hooper Square **PAGER:**
Bowmanville Ont. L1C 4X8
E-MAIL: gbanton@home.com

YARD

LOCALCHAIRPERSON Charles C. Smith **PHONE:** 905-839-2959
679 Annland Street
Pickering, Ont. L1W 1A9
E-MAIL: charles.smith1@sympatico.ca

ACTING LOCAL CHAIRMAN Craig. L. Rasmussen **PHONE:** 705-357-1831
12345 Sideroad 17, RR#1 **PAGER:** 416-331-5506
Sunderland, Ont. L0C 1H0
E-MAIL: Craig.Rasmussen@sympatico.ca

ACTING VICE-LOCAL Edward L. Ellis

LOCALCHAIRPERSON Ray D. Gallop **PHONE:** 705-760-9595
181 Perry St.
Peterborough, Ont. K9J 2H9
E-MAIL: rgallop3@home.com

DELEGATE: Paul J. Robinson
ALTERNATE: Ray D. Gallop

HEALTH & SAFETY: Toronto> Paul J. Robinson
ALTERNATE: Craig L. Rasmussen

LCS Rep: Toronto> Tracy D. Harris **Phone:** 416-289-8327

Oshawa > D. B. Hiller **ALTERNATE:** R. D. Gallop

Lambton> M. I. Yorston **ALTERNATE:** Dave Humphrey

Mactier> J. Travis **ALTERNATE:** J. Maloney

Union Business

Please be advised that a motion was passed at our regular meeting of Local 416 U.T.U. on January 16, 1984.

The motion takes effect on February 20, 1984 and reads as follows:

“That all Union officers will be able to pick up their original turn in their respective pools if they book Union Business.”

Cabooseless Train Operations (File: P1534-1)

1. The Cobourg Turn will not be required to make any extreme reverse movements unless an emergency situation occurs. If a point to run around the train is available to avoid the reverse movement, the run around may be used.
2. When the Peterborough Roadswitcher is required to place cars in to the compound at Harper Road, a (Shelter) will be provided for the crew member in the event a reverse movement has to be made from Peterborough. (Shelter to be a caboose not subject to the requirements of the Collective Agreement in relation to equipment and condition.)
3. Where switching is required, it will be reasonable for the crews to do the switching in a progressive manner using wye's and run around tracks in order to avoid reverse movements, except in emergency situations.
4. In regards to eating on other than the locomotive, there will be no change in the local practice of leaving the property when the situation warrants.

Movement between Zones

Toronto District #1 Zone and Toronto District #3 Zone, Paragraph (G) of Part 12 of Appendix A-4 of the U.T.U. Collective Agreement will be relaxed to the extent required to allow a displaced or reduced Conductor or a displaced Trainperson, to move from either Zone to the other without regard for having to displace the junior person in the Zone in which they have been displaced or reduced.

NOTE: The above does not apply to temporary vacancies.

Annual Vacation

Annual Vacation will not end until 2359 hours of the last day; this means that the person will be available for a call at 2359 hours for work at 0230 hours on the day following Annual Vacation.

Called to work other than own assignment.

Employees called to work other than their own assignment will be asked on the call whether or not they will protect their own assignment. If the employee commits to protect her/his assignment, s/he will be bound by their commitment, barring any exceptions. i.e. assignment worked on duty longer than anticipated and the employee can not protect her/his assignment. The employee will have to call the CMC and advise them prior to call time.

If the employee does not commit on the call, s/he will have to call CMC prior to the call time for their assignment to confirm whether or not they will protect their assignment. If the employee fails to call CMC, a spare employee will be called. There will be no penalty to the company in these circumstances.

DEADHEAD and MILEAGE ALLOWANCES

1. Mileages

| | |
|-----------------------------------|----------|
| Toronto to Kawartha Lakes Railway | 160 kms. |
| Toronto to Oshawa | 40 kms. |
| Toronto to Vaughan | 60 kms. |
| Toronto to Spence | 110 kms. |
| Toronto to Hornby | 58 kms. |

2. Deadheads

| | |
|-----------------------------------|------------|
| Toronto to Kawartha Lakes Railway | 100 Miles |
| Toronto To Oshawa | 1hr 30 min |
| Toronto to Vaughan | 2 hrs. |
| Toronto to Spence | 100 Miles |
| Toronto to Hornby | 100 Miles |

SWITCHING LIMITS of GREATER TORONTO

| | |
|--------------------------|-------|
| Belleville Subdivision | 164.5 |
| Havelock Subdivision | 148.6 |
| Mactier Subdivision | 30.2 |
| Galt Subdivision | 15.0 |
| C.N Oakville Subdivision | 9.3 |

ROAD DECISION TABLES

Agincourt Industrial P&C

Conductor (YSE)

- 01 First Rested Qualified (AGPC*) Conductor from Conductor's Spare Board**
- 02 Senior Rested Qualified (AGPC*) Trainperson from Toronto Terminal***
- 03 First Rested Qualified (AGPC*) Foreperson from Foreperson's Spare Board**
- 04 First Rested Qualified (AGPC*) Helper from Helper's Spare Board**
- 05 Senior Rested Qualified (AGPC*) Conductor Off for miles/Days off**
- 06 Senior Rested Qualified (AGPC*) Trainperson Off for miles/Days off**
- 07 First Rested Qualified (AGPC*) Foreperson from Foreperson's 10 Day Board**
- 08 First Rested Qualified (AGPC*) Helper from Helper's 10 Day Board**
- 09 Junior Rested Qualified (AGPC*) from Yard Assignment**

*** Toronto Terminal Includes Toronto Yard, Lambton, Obico, Oshawa & Spence**

Trainperson (YSH)

- 01 First Rested Qualified (AGPC*) from Trainperson's Spare Board**
- 02 First Rested Qualified (AGPC*) from Helper's Spare Board**
- 03 Senior Rested Qualified (AGPC*) Trainperson Off for miles/Days off**
- 04 First Rested Qualified (AGPC*) Foreperson from Foreperson's Spare Board**
- 05 First Rested Qualified (AGPC*) Foreperson from Foreperson's 10 Day Board**
- 06 Junior Rested Qualified (AGPC*) Helper from Yard Assignments**

*** Agincourt Pitch & Catch Qualified**

GO Trains

Conductor

- 01 Senior Rested Qualified Conductor from Trainperson's Spare Board**
- 02 Senior Rested Qualified Trainperson from London Zone Assignments***
- 03 Senior Rested Qualified Conductor from Foreperson's or Helper's Spare Board**
- 04 Senior Rested Qualified Conductor from the Greater Toronto Area**

***Streetsville Roadswitcher**

Streetsville Roadswitcher

Conductor

- 01 Senior Trainperson from Toronto Terminal***
- 02 Senior Rested from Foreperson's or Helper's Spare Board**

Burlington Turn

Conductor

- 01 First Rested Conductor from Conductor's Spare Board**
- 02 Senior Rested Trainperson from Toronto Terminal***
- 03 Senior Rested from Foreperson's or Helper's Spare board**
- 04 First Rested Conductor from South Pool**
- 05 First Rested Conductor from North Pool**
- 06 First Rested Conductor from Run-Through Pool**
- 07 Senior Rested from Yard Assignments**
- 08 Senior Rested Conductor Off for Miles/Days Off**
- 09 Senior Rested Trainperson Off for miles/Days Off**
- 10 First Rested Foreperson from Foreperson's 10 Day Board**
- 11 First Rested Helper from Helper's 10 Day Board**

Guelph Junction

Conductor

- 01 First Rested Conductor from Conductor's Spare Board**
- 02 Senior Rested Trainperson's from Toronto Terminal***
- 03 Senior Rested from Foreperson's or Helper's Spare Board**
- 04 First Rested Conductor from North Pool**
- 05 First Rested Conductor from South Pool**
- 06 First Rested Conductor from Run-Through Pool**
- 07 Senior Rested from Yard Assignments**
- 08 Senior Rested Conductor Off for miles/Days Off**
- 09 Senior Rested Trainperson Off for miles/Days Off**
- 10 First Rested Foreperson from Foreperson's 10 Day Board**
- 11 First Rested Helper from Helper's 10 Day Board**

*** Toronto Terminal includes Toronto Yard, Lambton, Obico, Oshawa & Spence**

South Pool

Conductor

- 01 First Rested Conductor from Conductors Spare Board**
- 02 Senior Rested Trainperson from Toronto Terminal***
- 03 Senior Rested from Foreperson's or Helper's Spare Board**
- 04 First Rested Conductor from South Pool (Roll Pool)**
- 05 First Rested Conductor from North Pool**
- 06 First Rested Conductor from Run-Through Pool**
- 07 Senior Rested Conductor from Yard Assignments**
- 08 Senior Rested Conductor Off for miles/Days Off**
- 09 Senior Rested Trainperson Off for miles/Days Off**
- 10 First Rested Foreperson from Foreperson's 10 Day Board**
- 11 First Rested Helper from Helper's 10 Day Board**

North Pool

Conductor

- 01 First Rested Conductor from Conductor's Spare Board**
- 02 Senior Rested Trainperson from Toronto Terminal***
- 03 Senior Rested from Foreperson's or Helper's Spare Board**
- 04 First Rested Conductor from North Pool (Roll Pool)**
- 05 First Rested Conductor from South Pool**
- 06 First Rested Conductor from Run-Through Pool**
- 07 Senior Rested Conductor from Yard Assignments**
- 08 Senior Rested Conductor Off for miles/Days Off**
- 09 Senior Rested Trainperson Off for miles/Days Off**
- 10 First Rested Foreperson from Foreperson's 10 Day Board**
- 11 First rested Helper from Helper's 10 Day Board**

*** Toronto Terminal Includes Toronto Yard, Lambton, Obico, Oshawa & Spence**

Run – Through Pool

Conductor

- 01 First Rested Conductor from Conductor's Spare Board**
- 02 Senior Rested Trainperson from Toronto Terminal***
- 03 Senior Rested from Foreperson's or Helper's Spare Board**
- 04 First Rested Conductor from Run-Through Pool (Roll Pool)**
- 05 First Rested Conductor from North Pool**
- 06 First rested Conductor from South Pool**
- 07 Senior Rested Conductor from Yard Assignments**
- 08 Senior Rested Conductor Off for miles/Days Off**
- 09 Senior Rested Trainperson Off for miles/Days Off**
- 10 First Rested Foreperson from Foreperson's 10 Day Board**
- 11 First Rested Helper from Helper's 10 Day Board**

Expressway

Conductor

- 01 First Rested Conductor from Conductor's Spare Board**
- 02 Senior Rested Trainperson from Toronto Terminal***
- 03 Senior Rested from Foreperson's or Helper's Spare Board**
- 04 First Rested Conductor from Run-Through Pool**
- 05 First Rested Conductor from North Pool**
- 06 First Rested Conductor from South pool**
- 07 Senior Rested Conductor from Yard Assignments**
- 08 Senior Rested Conductor Off for miles/Days Off**
- 09 Senior Rested Trainperson Off for miles/Days Off**
- 10 First Rested Foreperson from Foreperson's 10 Day Board**
- 11 First Rested Helper from Helper's 10 Day Board**

*** Toronto Terminal Includes Toronto Yard , Lambton, Obico, Oshawa & Spence**

Honda's/Canpa/Obico's/Emery's

Conductor

- 01 First Rested Conductor from Conductor's Spare Board**
- 02 Senior Rested Trainperson from Toronto Terminal***
- 03 Senior Rested from Foreperson's or Helper's Spare Board**
- 04 First Rested Conductor from North Pool**
- 05 First Rested Conductor from South Pool**
- 06 First Rested Conductor from Run-Through Pool**
- 07 Senior Rested Conductor from Yard Assignments**
- 08 Senior Rested Conductor Off for miles/Days Off**
- 09 Senior Rested Trainperson Off for miles/Days Off**
- 10 First Rested Foreperson from Foreperson's 10 Day Board**
- 11 First Rested Helper from Helper's 10 Day Board**

*** Toronto Terminal Includes Toronto Yard, Lambton, Obico, Oshawa & Spence**

Trainperson

- 01 First Rested Trainperson from Trainperson's Spare Board**
- 02 First Rested Helper from Helper's Spare Board**
- 03 First Rested Foreperson from Foreperson's Spare Board**
- 04 Senior Rested Trainperson Off for miles/Days Off**
- 05 First Rested Helper from Helper's 10 Day Board**
- 06 First Rested Foreperson from Foreperson's 10 Day Board**
- 07 Senior Rested Trainperson from Yard Assignments**

YARD DECISION TABLES

Hump :

2B TO YD SR:

- 01 – First rested qualified from Foreperson's spare board
- 02 – First rested qualified from Helper's spare board
- 03 – first rested qualified for Foreperson's 10 day board
- 04 – First rested from Helpers 10 day board
- 05 – Senior rested qualified person from seniority roster

Pull down:

Foreperson

2B TO YD YS:

- 01 – First rested qualified from Forman spare board
- 02 – First rested qualified from Helper's spare board
- 03 – first rested qualified for Foreperson's 10 day board
- 04 – First rested from Helpers 10 day board
- 05 - Senior rested qualified YSE on job promoted
- 06 – Jr. rested demoted YSE on same shift
- 07 – Jr. rested qualified YSE from anywhere (Lambton, Obico)

Helper

- 01 – First rested qualified Helper from Helper's spare board
- 02 – First rested qualified Helper from 10 day board
- 03 – First rested qualified Helper from Foreperson's spare board
- 04 – First rested qualified Helper from Foreperson's 10 day board
- 05 – Jr. rested qualified Helper from anywhere, seniority roster

Yard Foreperson

2B TO YD FO

- 01 – First rested qualified Foreperson's spare board
- 02 – First rested qualified Foreperson's from Helpers spare board
- 03 – First qualified Foreman from Foreperson's 10 day board
- 04 – Senior rested qualified Foreperson on a job (promoting helper)
- 05 – Jr. rested demoted Foreperson from yard job, same yard, same time
- 06 – Jr. rested demoted Foreperson from same yard
- 07 – Senior rested qualified Foreperson to place (48 hours displaced permanent job)
- 08 – First rested qualified Foreperson from Helpers 10 day board
- 09 – Senior rested qualified Foreperson from same yard on days off
- 10 – First rested qualified Foreperson from Trainperson's spare board (paid at straight time)

Yard Helpers:

- 01 – First rested qualified Helper from Helper's spare board
- 02 – First rested qualified Helper from Foreperson's spare board
- 03 – First qualified Helper from Helpers 10 day board
- 04 – First rested qualified Foreperson from Foreperson's 10 day board
- 05 – Senior rested qualified Helper requesting extra work (over time list)
- 06 – First rested qualified Helper from Trainperson's spare board

Obico Foreperson:

- 01 – First rested qualified YSE from Foreperson's spare board
- 02 – First rested qualified YSE from Helpers spare board
- 03 – First rested qualified YSE from Foreperson's 10 day board
- 04 – First rested qualified YSE 10 day board
- 05 – Senior demoted YSE on job (promoted)
- 06 – JR. rested qualified YSE at Lambton or Obico not on days off
- 07 – Jr. rested qualified YSE from anywhere

Obico Helper:

- 01 – First rested qualified YH Helper from Helpers spare board (19B80D)
- 02 – First rested qualified YH from anywhere
- 03 – First rested qualified YSE from Foreperson's spare board
- 04 – First rested qualified YSE from Foreperson's 10 day board
- 05 – JR. rested qualified YH from Obico or Lambton
- 06 – Jr. rested qualified YH from anywhere

Lambton Foreperson:

- 01 – First rested qualified YSE from Foreperson's spare board
- 02 – First rested qualified YSE from Helpers Spareboard
- 03 – First rested qualified YSE from Foreperson's 10 day board
- 04 – First rested qualified helper from Helpers 10 day board
- 05 – Senior demoted YSE on job promoted
- 06 – Jr. rested qualified YSE not on days off
- 07 – JR. rested qualified helper from anywhere

Lambton Helper:

- 01 – First rested qualified YH from Helpers spare board
- 02 – First rested qualified YH from Helpers 10 day board
- 03 – First rested qualified YH from Forman's spare board (first up Forman)
- 04 – First rested qualified YH from Forman's 10 day board
- 05 – Jr. rested qualified YH from anywhere

***LETTER OF UNDERSTANDING
BETWEEN
C.P. RAIL
AND THE
UNITED TRANSPORTATION UNION
LOCAL 416***

David Hoppenreys
Manager of Yard Operations
C.P. Rail
Toronto Yard

December 14th 2002

Sir,

This is in regard to our discussion at Toronto on December 12, 2002 concerning compensation entitlements for a Foreperson / Y.S.E. who is compelled to work as a Yardhelper / Y.S.H.

It is understood that spare or regularly assigned Foreperson's / Y.S.E.'s will be compensated at Foreperson / YSE rate when required to work as a Yardhelper / Y.S.H. as follows:

- When Foreperson or Y.S.E. is required to work as a conventional Helper. - Foreperson's rate will apply.
- When Foreperson or Y.S.E. is required to work as a Y.S.H. - Y.S.E. rate will apply.

It is further understood that when the above occurs in conjunction with the provisions of Article 42 Rule 2 (OVERTIME), the foregoing applications will be followed at one and one-half times the pro rata rate.

If you concur please indicate as such in the space provided below.

Regards,

Greg Banton
Local Chairman (Yard)
UTU Local 416

I concur

David Hoppenreys
Manager of Yard Operations
C.P. Rail
Toronto Yard

Letter re. missed call

local rules changes

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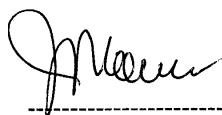
Mr.H.Morrison
Manager Road Operations
Toronto YARD
C.P.RAIL
Eastern Network

February 8,2001.

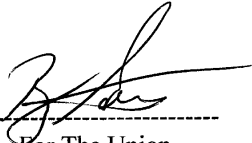
Dear Sir:

This is in reference to the conversation regarding missed calls. It has been understood that employees in Yard Service, who are working their respective Spare boards, who are more then three times out after the recognized number of vacancies shown on the VRU will not reflect said employees work record as a missed call, but will be shown at the bottom of there respective boards.

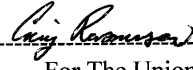
I Concur;



For The Company
Mr.H Morrison
Manager Road Operations
C.P.Rail
Eastern Network .



For The Union
Mr.R.D.Gallop
Local Chairman Yard
LOCAL # 416



For The Union
Mr.C.L. Rasmussen
Local Chairman Yard
LOCAL # 416

Letter re. Archived Local Rules

local rules changes

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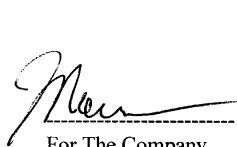
Mr.H.Morrison
Manager Road Operations
Toronto YARD
C.P.RAIL
Eastern Network

February 8,2001.

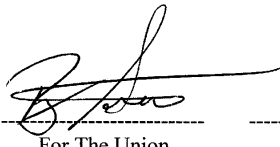
Dear Sir:

This letter is in reference to the local rules regarding UTU Local #416, and its request to archive some existing Local Rules. It has been agreed that the language that is referenced as " Archived remains in effect even though it may be removed from this Local Rules Agreement Book, and may subsequently reappear in future printing of Local #416 Local Rules.

I Concur;



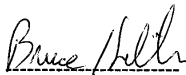
For The Company
Mr.H Morrison
Manager Road Operations
C.P.Rail
Eastern Network .



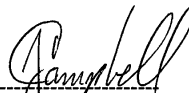
For The Union
Mr.R.D.Gallop
Local Chairman Yard
LOCAL # 416



For The Union
Mr.C.L. Rasmussen
Local Chairman Yard
LOCAL # 416



For The Union
Mr.B.D.Hiller
Local Chairman
Dist # 3



For The Union
Mr.J.D.Campbell
Local Chairman
Dist # 1.

Letter re. Precedent/Prejudice

local rules changes

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Mr.H.Morrison
Manager Road Operations
Toronto YARD
C.P.RAIL
Eastern Network

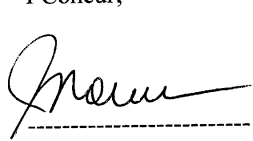
February 8,2001.

Dear Sir:

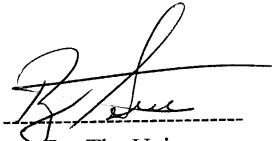
The signatory parties to this Agreement understand that same is entered into on a without precedent/prejudice basis and agree that this Agreement will not be used by either party for any reason without the express written consent of the other party.

This Agreement will be in effect on the signing date and may be canceled by either party upon providing a 30 day written notice of cancellation.

I Concur;



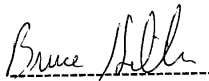
For The Company
Mr.H Morrison
Manager Road Operations
C.P.Rail
Eastern Network .



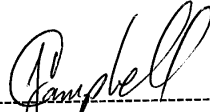
For The Union
Mr.R.D.Gallop
Local Chairman Yard
LOCAL # 416



For The Union
Mr.C.L. Rasmussen
Local Chairman Yard
LOCAL # 416



For The Union
Mr.B.D.Hiller
Local Chairman
Dist # 3 Dist # 1.



For The Union
Mr.J.D.Campbell
Local Chairman



April 9th 2003

Members appointed a company supervisory positions on a temporary basis are prohibited from apply for advertised bargaining unit positions while working as a supervisor.

Upon their return to a union position these members will be permitted to place themselves onto an assignment under the following conditions only:

- The job was advertised subsequent to their appointment.
- The advertisement for the job closed prior to their return to a bargaining unit position.

If both of the preceding conditions are not met, members must return to the position they held prior to their appointment.

Fraternally yours,

Bruce Hiller
Local Chairperson (Road)

Greg Banton
Local Chairperson (Yards)

Memorandum of Agreement
in the
Application of Work Rest Rules
as outlined in
RAC/TC Circular #14
Applicable to Spare Employee's Transit Times
going into
Covered Service at Outpost

The parties signatory hereto, agree to the following in the application of the intent of Circular #14, Work Rest Rules, regarding transit times applicable to Spare Employees Deadheading to Outpost Terminal for the purposes of providing relief.

The parties agree that the following transit times will be applied to all Spare Employees covered by Circular #14:

WRRTT = WORK/REST RULE TRANSIT TIME

BPT = BOARD PLACEMENT TIME as per local rule

* Times are computed from home Terminal base of Toronto Yard *

| <u>LOCATION</u> | <u>WRRTT</u> | <u>BPT</u> |
|---------------------|--------------|---|
| Toronto to Spence | 02:00 | |
| Spence to Toronto | 02:00 | 4 hours after tie up time |
| Toronto to Havelock | 02:00 | |
| Havelock to Toronto | 02:00 | 5 hours after tie up time |
| Toronto to Oshawa | 01:00 | |
| Oshawa to Toronto | 01:00 | As per Local Rule (BLE 2.5 hours / UTU 1.5 hours) |
| Toronto to Milton | 01:00 | |
| Milton to Toronto | 01:00 | As per Local Rule 4 hours |
| Toronto to Vaughan | 01:00 | |
| Vaughan to Toronto | 01:00 | As per UTU Local Rule |

It is understood that this letter of clarification is entered into by all parties as mandated by Circular # 14, and it is further understood that, this understanding in no way whatsoever change, modify or supercede any of the actual language contained in the existing respective Local Rules that are presently in place, and that the present compensation values remain in effect.

Signed into effect on the 26th day of May, 2003.

FOR THE COMPANY:

Scott Nelson

FOR THE BROTHERHOOD:

Bruce Hiller - UTU 416 (Road)

Robert Hewitt – BLE 295

Greg Banton – UTU 416 (Yard)