



Teamsters Canada Rail Conference

General Committee of Adjustment Canadian Pacific Railway - Eastern Network - Trainmen

Ray Gallop
Local Chairman
Trainperson Yard
Toronto

636 Chaucer Ave.
Apt. #22
Oshawa, Ontario
L1H-3H4

Home 905-429-2485
Cell 905-999-1865
rgallop3@rogers.com
www.teamstersrail.ca

June 7th, 2006

Letter of Understanding Vaughan Yard

1.0 OVERVIEW

The parties agree that with the signatory signing below, and effective June 7th, 2006 at 0001 The New Positions known as the Vaughan Utility Persons, Located at Vaughan Intermodal Terminal will follow the terms and conditions set out below.

2.0

The Utility persons duties will consist of assisting Conductors Only Crews arriving and departing the Vaughan Intermodal Terminal, located approximately mile 16 on the Mactier Subdivision. The Utility persons will 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 arrival and departure of Conductor Only Trains and there crews.

3.0

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

(a)The Utility persons will not be required to use his/her own means of transportation to perform his/her duties.

(b)If the employee is requested to utilize his/her own vehicle to perform his/her duties, account Company vehicle not available, and the Utility persons agree to do so. He/she will be compensated a \$50.00 flat rate each day the Utility persons use his/her own vehicle for there tour of his/her assignment.

4.0

The assignment known as the Utility person at Vaughan Yard will be classified as a yard assignment and will be governed under Article within the TCRC Collective Agreement relating to Yard. The Utility positions at Vaughan Yard will be Compensated at the Yard Foreman Rate of pay.

5.0

When a vacancy exist for the Utility assignment at Vaughan Yard, and a spare employee is sent to protect this assignment from the Toronto Spareboard. The employee will be paid Two hours at Yard Foreman Rates each way irrespective of mode of transportation at the beginning and at the end of the vacancy.

(a) Employees who elect to use there 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 an out of town assignment and will require a three hour call, and will be given all the rights and privileges attached to an out of town assignment.

6.0 NO PRECEDENT – NO PREJUDICE

The signatory parties to this agreement understands 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.

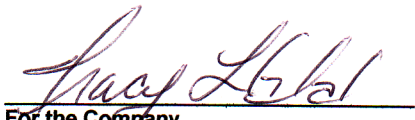
7.0 DURATION

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*******

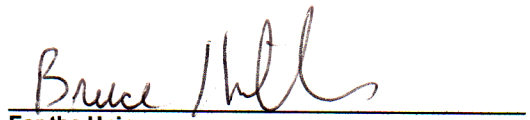
It will be understood that the employee now know as the Utility person at Vaughan Yard will under no circumstances, be required to work (assist) in any way with the NON-UNIONIZED Contractors now working with the robotized engines switching within the Vaughan Intermodal Terminal.

I concur;



For the Company
Drew Duquette
Yard Manager Oshawa
CP. Rail
Oshawa Yard

Manager Operations, Road



For the Union
Mr. Bruce Hiller
Local Chairman Road
TCRC
#295

Ray Gallop
Local Chairman Yard
TCRC