

**Crew Management Agreement between Canadian Pacific
Railway and the TCRC – Conductors, Trainpersons,
Yardpersons and Locomotive Engineers of Divisions
295 Governing Weekly Placement Procedures
at Toronto Terminal**

GENERAL PRINCIPLES:

- 1) These procedures are designed to eliminate mid-week displacements and consequently provide employees a more stable work place.
- 2) With respect to the Weekly Crew Change System, Collective Agreement applications or Local practices will prevail, except as modified by the terms of this Agreement.
- 3) A weekly crew change will take place each Monday at 0001 to be effective Monday at 0231.
 - i) Establishment of, or reduction to, the number of regular assignments
 - ii) Adjustments to the respective pool(s) and spareboard(s)
 - iii) Movement to or from permanent or temporary vacancies
 - iv) Annual Vacation will start and end with the weekly crew change
- 4) All known vacancies in regular assignments and positions in the pools or spareboards will be filled per Local practices.
- 5) Annual Vacation will begin and end effective with the weekly crew change. Employees will automatically be booked off and on by CMC, to coincide with the weekly crew change. If one or more General Holidays fall within an employee's annual vacation period, in all circumstances, the extra day(s) of vacation will be filled as an adhoc vacancy.

Employees electing to take annual vacation after the scheduled vacation period, in the application of item 5, will have their turn established in the pool or spareboard (seniority permitting) at 0001 Monday night, effective 0231 Monday and the turn will run spare until the employee returns. (see item #16 regarding an extra days A.V. in advance of the vacation period) If an employee is unavailable to return to work on the expected return date, they are required to call the CMC to advise as such.
- 6) General Advertisement of Assignments will coincide with the weekly crew change and all regularly assigned positions will be bulletined and awarded as per individual bid and on a seniority basis.

- 7) The company will post job abolishment's, annual vacation vacancies or any other known claimable vacancies, by 1200 on Tuesday. When CMC Staff becomes available the parties agree to meet to review the timelines pertaining to this agreement.
- 8) Local representatives of the company will consult with the Union on adjustments to the pool(s) and spare board(s) by not later than Tuesday at 1000. The results of any adjustments will be reflected in the weekly crew changes.
- 9) Bulletins advertising permanent vacancies or new assignments will be posted by not later than 1200 on Thursday, 10 days prior to the vacancy, to coincide with the weekly changes. Applications for permanent vacancies or new assignments will be awarded to the senior qualified employee making an application.
- 10) Subsequent vacancies created by this award (item #9) will be filled within the same bulletin advertising the permanent vacancy or new assignment. If no applications are received, or a position is not filled by bid, position(s) within the terminal will run spare. Bulletins advertising permanent vacancies or new assignments will close at 0800 on the Friday, preceding the change.
- 11) Weekly crew changes will be posted no later than 1300 on Friday. Employees who are affected, due to the weekly crew adjustment process, will be notified by the Company in a timely manner, via e-mail if requested, via fax at outpost if on duty, via bulletin, or by phone call.

WEEKLY BID SYSTEM

The weekly bid system will operate in the following manner:

- 12) The deadline for submission of the employee's weekly bid sheet, either new or revised, is 0800 on Friday of each week, to be effective with the following seven-day period, commencing 0001 Monday.
- 13) When returning from annual vacation, employees may submit a new bid prior to the 0800 on Friday deadline. If no bid is received by that time, the last bid submitted will be used.

14) Employees returning from unscheduled absences in excess of seven consecutive days, and whose temporary vacancy has been filled under the terms of this agreement, will notify the company of their expected date of return prior to the 0800 on Friday deadline. This employee will be placed according to their weekly bid/permanent, and in accordance with the terms of this agreement. If unable to place onto a position effective with the regular crew change, the employee's position will run spare until the employee is actually placed onto the working position.

15) Employees unexpectedly returning from unscheduled absences in excess of seven consecutive days, and whose temporary vacancy has been filled under the terms of this agreement, and who were unable to provide notification as outlined in #14, will be handled in the following manner, subject to agreement between Local Management and the Local Chairperson. This will be handled in an individual basis and is not limited to the items listed below. No monetary loss will be incurred to the employee's effected.

- the employee may be assigned to the pool or spareboard, as per their seniority, a crew change will not result under any circumstances
- the employee may be assigned familiarization tours or subsequent training
- the employee may be permitted to displace the incumbent on a preferred position, a crew change will not result under any circumstances
- create a temporary utility position
- claim a vacant position

16) Should employee's leave their position due to an unforeseen circumstance, the turn will run spare for a minimum seven days (Engineers) or six days (Conductors/Trainpersons/Yardpersons) and filled the following weekly crew placement.

Employees required to fill vacancies on the KLR, for an unknown duration, will not have their previous position filled and these turns will run spare. Once the vacancy becomes a known vacancy the turn will be filled to coincide with the Weekly Placement Process.

MOVEMENT WITHIN THE TERMINAL

- 17) The weekly crew placement process is not intended to circumvent Collective Agreement applications and local practices, relating to movement within the Terminal or Outposts thereto, except when conflicting with the Weekly Placement Process.

- 18) A Conductor/Trainperson/Yardperson electing not to bid a position/assignment ("seven day" vacancy), at their earliest opportunity, may not later claim that position/assignment.

With the Weekly Placement Process Engineers in temporary pool turns will not be displaced until all other pool vacancies are first filled, as per Local Practices. AV vacancies will be rebulletined each week until the employees AV period is exhausted.

- 19) The outpost provision relating to the filling of vacancies will apply as per Local Agreement.

- 20) This agreement will have no impact or application pertaining to Terminal-to-Terminal moves and as such, these moves will be governed by the present application of the Collective Agreement or Local Practices.

Local Board Placement Rules

- i) Movement to pools – employees awarded positions in the pool must declare a turn by 1800 Sunday senior choice.
 - If vacancies are not claimed by 1800, vacancies will be filled by oldest OMTS time first.
 - When employees place into the Run Through pool due to the weekly placement process, and have not had an order time prior to Wednesday 0001, they will be compensated 100 miles at freight rates

- ii) Rest will carry pool to pool
 - If an employee claims a vacancy in another pool, and is on rest when called, he/she will be placed at the bottom of the respective pool at 0001 in seniority order if the turn is called.

- iii) AV to spareboard - bottom of the board in seniority order at 0001.

This Memorandum of Understanding is entered into without prejudice or precedent to any future implementations or agreements relative to the Weekly Placement Process.

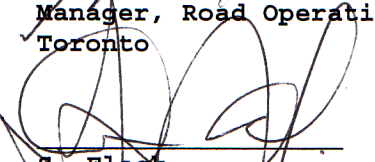
This Memorandum of Understanding is effective on the 11 day of May, 2005. Notice to review the terms of the agreement may be served via thirty (30) days written notice by either party. Should this clause be enacted, the parties will meet within seven (7) days to attempt to rectify the situation. Should the local parties be unable to rectify the situation, the matter may be referred to the General Manager and the General Chairperson for final disposition.

Dated this 11 day of May, 2005.

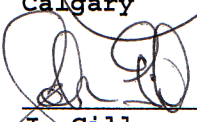
For the Company:



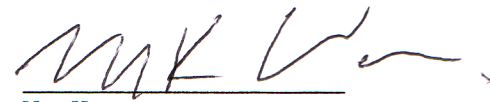
S. Nelson
Manager, Road Operations
Toronto



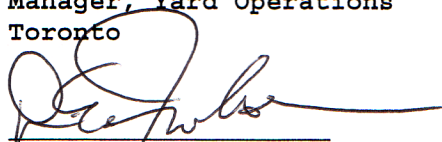
S. Flack
Ass't Manager, CMC
Calgary



J. Gill
Ass't Manager, CMC
Montreal

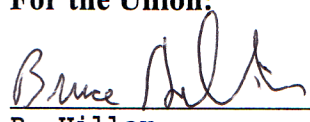


M. Waver
Yard Manager,
Toronto
For/
F. Devine
Manager, Yard Operations
Toronto

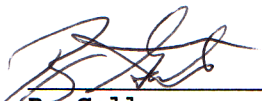


D.E. Freeborn
Labour Relations Officer
for/
Manager, Labour Relations

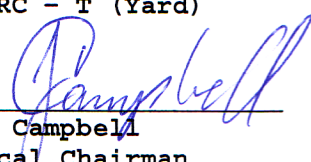
For the Union:



B. Hiller
Local Chairman
TCRC - T (Road)



R. Gallop
Local Chairman
TCRC - T (Yard)



J. Campbell
Local Chairman
TCRC - LE