

MEMORANDUM OF AGREEMENT
between
CANADIAN PACIFIC RAILWAY
(the Company)
and
THE CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS
Brotherhood of Locomotive Engineers
And
United Transportation Union
(the Council)
CONCERNING KAMLOOPS TERMINAL

1.0 TERMS AND CONDITIONS

1.1 It is recognized that Kamloops is an away from home terminal for road crews operating on the Shuswap Subdivision and the home terminal for crews operating on the Thompson Subdivision.

Kamloops Terminal will be considered to be the track between mile 121.5 on the Shuswap Subdivision and mile 7.0 on the Thompson Subdivision.

This will not affect the current OMTS or designated points at this terminal.

1.2 The current switching limits at Kamloops Terminal will be re-established, in accordance with Article 8, Clause (d) and Article 21 of the UTU Collective Agreement and Article 4.17 of the BLE Collective Agreement to be from mile 121.5 on the Shuswap Subdivision to mile 7.0 on the Thompson Subdivision.

1.3 Coincident with the coming into effect of this agreement, the "switching zone" for the purposes of the Canadian Railway Operating Rules will be defined as being from mile 121.5 on the Shuswap Subdivision to mile 7.0 on the Thompson Subdivision.

This change is subject to proper bulletining procedures and will be published in the next printing of the Time Table effective in this area.

1.4 New fixed mileages and thresholds will be established for Revelstoke and Kamloops crews who are required to yard their trains and/or perform crew changes between mile 121.5 and 126.9 Shuswap subdivision and between mile 0.2 and 7.0 Thompson subdivision which may involve:

1.4.1 the yarding of their train either between mile 121.5 and mile 126.9 Shuswap subdivision or between mile 0.2 and 7.0 Thompson subdivision and travelling to the station to go off duty;

1.4.2 travelling to either between mile 121.5 and 126.9 Shuswap subdivision or between mile 0.2 and 7.0 Thompson subdivision and operating a train from that point to either Revelstoke, North Bend or Boston Bar.

1.5 New fixed mileages and thresholds are based on the current fixed mileages plus 10 additional miles (50 additional minutes) bringing the fixed mileage for Revelstoke crews to 163 miles with a threshold of 237 minutes and the Kamloops crews between Kamloops and North Bend to 160 miles with a threshold of 263 minutes, and between Kamloops and Boston Bar to 170 miles with a threshold of 263 minutes.

1.6 The previously established fixed mileage rates and corresponding thresholds shall continue to apply in all other situations where a fixed mileage rate is applicable, except where work as provided for in this Agreement is performed.

1.7 These new fixed mileage rates will not be included in any ticket sample used in a fixed mileage review process of the original fixed mileages.

1.8 These new fixed mileage rates are not subject to revision through the fixed mileage review process outlined in the respective Collective Agreements due to administrative problems associated with the tracking of these particular runs, however, a process for review of these mileages will be developed jointly between the parties in order to be able to periodically review the rates in a manner similar to that applicable to other fixed mileage rates.

2.0 WITHOUT PREJUDICE OR PRECEDENT

2.1 This agreement is entered into without precedent or prejudice to the positions of either party in this dispute and may not be used by either party for any reason without the expressed written permission of the other party.

3.0 FINAL RESOLUTION

3.1 This agreement disposes of all Council concerns, grievances and disputes with respect to the re-establishment of switching limits, switching zones and the defined limits of the Kamloops terminal.

3.2 In final resolution the Company agrees to place in line for payment claims either in the grievance procedure or held in abeyance pending the outcome of the grievance that were submitted by July 09, 2001 for work performed on or prior to June 15, 2001 according to the following:

- claims submitted by Kamloops crews for running off subdivision will be paid at 50 miles per claim at the applicable rates
- claims submitted by Revelstoke crews for runarounds will be paid.

Signed in Revelstoke, this 9th day of July, 2001

FOR THE COMPANY:



S.W. Bell
Service Area Manager
B.C. Interior



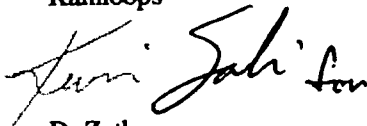
J.S. Babson
Service Area Manager
Vancouver



C.D. Carroll
Director
Labour Relations



D. Waver
Manager Operations
Kamloops



D. Zatko
Manager Operations
Revelstoke




J.C. Copping
Manager
Labour Relations

FOR THE COUNCIL:



D.C. Curtis
General Chairman
CCROU (BLE)



L. O. Schillaci
General Chairperson
CCROU (UTU)



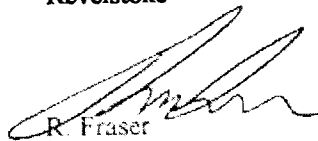
W. Cyronek
Local Chairperson (UTU)
Revelstoke



F. Bonnano
Local Chairperson (UTU)
Revelstoke



G. Edwards
Local Chairman (BLE)
Revelstoke



R. Fraser
Local Chairperson (UTU)
Kamloops



K. Winters
Local Chairman (BLE)
Kamloops