

MB - 008 HOME TERMINAL PROMOTION AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC RAILWAY AND
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS REGARDING
HOME TERMINAL PROMOTION ON THE FORMER MOOSE JAW DIVISION.

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Effective March 1, 1992 the following shall apply:

- 1) Engine Service Trainmen will state in writing before the closing date of the General Change of Assignment, their request for a designated Home Terminal. Multiple choices in the order of preference may be made by each applicant, if desired. This will be forwarded to the Crew Co - ordinator at Moose Jaw and, if no request is made, they will be considered promotable on the entire former Moose Jaw Division until the next General Change of Assignment. If a home terminal(s) is requested, this will also be until the next General Change of Assignment.
- 2) When a bulletined vacancy occurs at any terminal, the senior Engine Service Trainman declaring promotion at that terminal will be set up on such vacancies. Should vacancies arise requiring that Engine Service Trainmen are forced to a terminal they will rank junior to all Engine Service Trainmen assigned to that terminal and when a reduction is made will be the first to be reduced and allowed to return to their home terminal.
- 3) Engine Service Trainmen declaring Home Terminal Promotion will submit a bid on a designated form to cover their elective choices.
- 4) An Engine Service Trainman not declaring terminal promotion and later forced away from his home terminal will not be allowed to bump a junior Engineer working at another terminal, but will be required to fill the new vacancy (subject to Clause 2 of this Agreement).
- 5) An Engine Service Trainman who is not protected under the May 13, 1985 Agreement between Canadian Pacific Railway and the Brotherhood of Locomotive Engineers concerning the elimination of Regina as a Main Home Terminal, and has declared terminal promotion at Moose Jaw and is required to fill a vacancy in Regina will be allowed to claim the current bus fare for a return trip from Moose Jaw to Regina for travelling expenses on a daily basis.
- 6) Work Train Service under this agreement will be administered in accordance with Article 8, Clause (m) of the Collective Agreement.

- 7) As in the past hotel rooms will be provided when authorized, in the instance where the road conditions do not present safe passage or when 2 shifts are required to be worked with 8 hours off between them. Such accommodation would be considered on the merit of each request.
- 8) This Local Agreement will not supersede other Articles in the Collective Agreement, nor the May 13, 1985 Agreement between Canadian Pacific Railway and the Brotherhood of Locomotive Engineers concerning the elimination of Regina as a Main Home Terminal, but will be in addition to said Articles governing the promotion of Engineers on the Former Moose Jaw Division.
- 9) This Memorandum of Agreement will remain in effect until cancelled, either in whole or in part, upon thirty days (30) days' written notice prior to the General Change of Assignment, from either party to the other.

Signed in Moose Jaw this 3rd day of February, 1992.

SIGNED

R. W. PETERSON
LOCAL CHAIRMAN
B. OF L. E.

D. R. EVANS
SUPERINTENDENT
CP RAIL