

Brotherhood of Maintenance of Way Employees
A trade Union, duly represented by its president Fred Simpson,
duly authorized by resolution of the Grand Lodge Officers

Hereafter "the Brotherhood"

-and-

Teamsters Canada Rail Conference – maintenance of way division
A Trade Union represented by Robert Bouvier, duly authorized

Hereafter "TCRC"

Transfer of Jurisdiction Agreement

- Whereas** TCRC has recruited a majority of the members of the Brotherhood employed by Canadian National Railway Company and of those employed by Canadian Pacific Railway Company;
- Whereas** TCRC has filed applications for certification with the Canada Industrial Relations Board to replace the Brotherhood at those two companies;
- Whereas** the will of the majority of the Brotherhood's Canadian members has been expressed by their signing membership cards authorizing TCRC as their representative;
- Whereas** there has been a recent successful merger of the Brotherhood of Locomotive Engineers with the International Brotherhood of Teamsters which is beneficial for the members;
- Whereas** there are concurrent negotiations between the Brotherhood and the International Brotherhood of Teamsters in view of a merger between the two organizations in the U.S.;
- Whereas** Canadian maintenance of way employees need strong labour representation;
- Whereas** there are benefits to be gained from a transfer of jurisdiction from the Brotherhood to TCRC;
- Whereas** it is the desire of the Brotherhood to transfer certain assets and funds respecting its Canadian operations, affiliates and subordinate bodies in Canada;
- Whereas** the parties have engaged in free and voluntary negotiations;

THE PARTIES AGREE TO THE FOLLOWING:

1. The preamble forms part of this Agreement;
2. The Brotherhood transfers its jurisdiction over all of the Canadian territory to TCRC and renounces any right to act in Canada in the recruitment of employees, representation of employees, representation of labour organizations or in any other way except as far as it is necessary to further the execution of this Agreement;
3. This transfer of jurisdiction includes the transfer of all bargaining rights and obligations that the Brotherhood presently holds, either through certification or voluntary recognition; and all attached rights and obligations whether under a collective Agreement or otherwise;
4. The Brotherhood declares that the list of bargaining units and collective Agreements mentioned in the attached schedule is complete;
5. If by any mistake, any bargaining unit and/or collective Agreement have been left out of the attached schedule, it will nevertheless be covered by this Agreement as if it had been included in the attached schedule;
6. Immediately upon coming into force of this Agreement, the Brotherhood will transfer to TCRC all its files and employees' attached to its Canadian operations including its affiliates' and subordinate bodies';
7. For a transition period, the Brotherhood will continue to pay all salaries and benefits and all expenses related to its Canadian operations including its affiliates' and subordinate bodies' until the final transfer of assets and liabilities provided for in paragraph 11;
8. Within five (5) days of the signature of this Agreement, the Brotherhood will transfer to TCRC copies of all its collective Agreements and a complete list of all its Canadian members with their addresses and Social Insurance Numbers;
9. For a transition period, TCRC will maintain the structures along the lines of existing local lodges and system federations of the Brotherhood to represent the members locally;
These bodies will remain in place until the adoption of official by-laws by TCRC;
10. The parties will collaborate for the execution and application of this Agreement;
11. The Brotherhood will transfer certain assets and liabilities of its Grand Lodge related to Grand Lodge operations in Canada, and all of the assets and liabilities of its Canadian subordinate bodies. The Presidents of the Brotherhood and of Teamsters Canada will

meet promptly to arrange the details of an orderly transfer of such properties, assets and liabilities to the TCRC, subject to ratification by the Brotherhood's Grand Lodge Officers, in accordance with its Constitution and Bylaws. Such transfers shall be made no later than June 7, 2004.

12. If TCRC was to discover through due diligence accounting verifications or otherwise that the liabilities referred to in paragraph 11 exceed the value of the assets there mentioned, TCRC will retain the right to refuse the transfer of assets and liabilities;
13. The parties will collaborate for an easy and seamless execution of this Agreement including the necessary filing of successorship applications with the competent tribunals;
14. The Brotherhood authorizes TCRC to represent it before the Canada Industrial Relations Board and any other provincial labour commissions to give effect to the present Agreement;
15. This Agreement enters into force on Tuesday, May 11, 2004 at 8:00 a.m.;
16. This Agreement is submitted to the Laws of the Province of Ontario.

SIGNED IN _____ THIS ____ MAY 2004

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