

LOCAL RULE BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND THE TEAMSTERS CANADA RAIL CONFERENCE - Moose Jaw, SK
(Locomotive Engineers, Trainman and Conductors)

1.0 Purpose of agreement

1.1 It is agreed that crews for trains 461 and 460 will be manned as assigned freight service, on the Swift Current Subdivision. It is understood that these will be seven days per week assignments. If on any given day train 461 is not running or 461 is out of the window, the crew may be called for train 463 and be governed under this agreement as specified.

1.2 These two assigned crews will be designated as:

“Swift Current Assignment 1” will commence work initially on Monday.

“Swift Current Assignment 2” will commence work initially on Tuesday.

2.0 Specific Language

2.1 461 and 460 will operate with two (2) assigned crews working on alternate days. Crews will consist of a Locomotive Engineer and a Conductor. A Trainperson shall be supplied if the Company deems the workload necessary. If a Trainperson is supplied it will be as a non-required Trainperson.

2.2 The starting time for 461 will be between 0600k and 1100k ordered time at Moose Jaw. The starting time for 460 will be between 1600k and 2100k ordered time at Swift Current. The starting time at Swift Current can be advanced with concurrence of the crew.

2.3 Article 29.16, of the U.T.U. Collective agreement, and Article 27.15, of the B.L.E. collective agreement, are relaxed to allow crews covered under this agreement to book up to five hours rest from their off duty time at Swift Current which may put their start time out of their starting window. It will be at the Company’s discretion to use the assigned crew outside of the window or use a West Pool crew for the train.

2.4 In the event that 461 or 463 does not run, or run within its window, the assigned crew will be deadheaded to Swift Current in sufficient time to protect 460.

2.5 If the assigned crew is not required for an assigned round trip they will be paid 200 miles at through freight rates for being cancelled.

2.6 In the event 460 does not run the assigned crew will be deadheaded from Swift Current to Moose Jaw upon arrival at Swift Current.

2.7 In the event the assigned crew is unable to arrive in Swift Current in sufficient time to man 460 the first out pool crew in unassigned service will be used. In this event, the assigned crew will be deadheaded home.

- 2.8** Relief of 461 will be called from the West Pool and will fulfill the assignment to Swift Current. The regular assigned crew will be taken through to Swift Current and in position to crew 460. Relief of 460 will called with a spare crew between Swift Current and Moose Jaw. If there are no spare crews available in Moose Jaw, 460 may be relieved from the West Pool at Swift Current. Relief on 461 and 460 will be paid pursuant to the collective agreement and local rules established for unassigned service on the Swift Current Subdivision in Moose Jaw.
- 2.9** Payment for deadheading by the assigned crew will be 100 miles, paid in through freight rates.
- 2.10** Payment for this assignment will be at the fixed rate MOP for the Swift Current Sub (131 miles) plus all Conductor-Only premiums afforded to crews in unassigned service on the Swift Current Sub. This includes where applicable NR payments as well as local rules pertaining to receiving the fixed rate when being relieved but not giving rest notice to be off in 10 hours. All other applicable local and collective agreement provisions shall remain in force.
- 2.11** In the event the crew has to double their train together at their initial terminal, a “CT” claim will be paid for the time worked regardless of track length.
- 2.12** It is agreed that these two assignments will be allowed to count two of their Conductor Only “bonus” claims per round trip as chargeable miles to a maximum of 262 miles per mileage period. This may be done by submitting the claims as “MJ” instead of “EC” or “CT”. If time occupied is less than one hour, one hour shall be claimed.
- 2.13** Article 29.02 of the U.T.U. collective agreement does not apply.

3.0 Cancellation Clause

This agreement is without precedent or prejudice to either party and can be amended, revised or cancelled upon seven (7) days written notice by either party.

Signed at Moose Jaw, SK this 1st day of February, 2005

For the Company:

Craig Ruff
Manager Road Operations
Canadian Pacific Railway
Moose Jaw, SK

Greg Denham
Manager Yard Operations
Canadian Pacific Railway
Moose Jaw, SK

For the TCRC:

Bill Pitts
Local Chairman - TCRC
Conductors

Dale Braumberger
Local Chairman, - TCRC
Trainpersons

Paul White
Local Chairman – TCRC
Locomotive Engineers