

Local Rule K-49 assignment (Regina Based)

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

1.0 Purpose of agreement

1.1 It is agreed that a K49 assignment will be manned as assigned freight service, on the Indian Head Subdivision ex Regina to Moose Jaw, seven days per week. Assignment will be ordered between the hours of 1000-1500 at Regina.

2.0 Coverage

2.1 Locomotive Engineers, Conductors and Trainpersons with home terminal Regina, will be governed by the terms of this agreement.

3.0 Specific Language

3.1 This assignment will work on the Indian Head Subdivision handling manifest traffic and will perform any and all required switching between Regina and Moose Jaw in Turnaround Service.

3.2 All members of the crew, including the non-required trainperson, will received all wages and benefits pursuant to the Conductor Only Agreement.

3.3 Fixed rate for this assignment will be 185 miles. Time involved at Moose Jaw, (the turnaround point) is factored into this fixed mileage rate. Fixed Mileage Method of pay will apply to employees who successfully complete a tour of duty between Regina, Moose Jaw and return subject to the expiration of the regulated hours of this agreement. Fixed mileage agreement dated October 27th, 2003 applies. All other applicable local and collective agreement provisions shall remain in force.

3.4 If notice is served in accordance with Article 29, (Conductors) or Article 27, (Locomotive Engineers) by the crew or a crew member, assigned or spare, the crew will no longer be considered to be on the fixed mileage method of pay for the trip and will be compensated as per the Collective Agreement. Employee's who have not given notice for rest, at the discretion of the Company, may be required to work up to 12 hours in order to complete their tour duty.

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3.5 If the assigned or a spare crew is cancelled after commencing duty, due to unforeseen circumstances as outlined in Article 28 (Conductors) or Article 10, (Locomotive Engineers) payment will be in accordance with each crew members Collective Agreement.

3.6 The regularly assigned crew for this assignment will be entitled to book up to 48 hours rest once per seven day period in order to afford them two consecutive days off. If this section 3.6 is utilized, crew rest will not be booked past this assignment on any other day during that week.

3.7 If this assignment is relieved enroute it will be relieved from the Regina spareboards. If no men are available to relieve this assignment from Regina, then relief will be called from Moose Jaw. Moose Jaw employees relieving this assignment will be entitled to payment for a straightaway deadhead to Regina, payment for the working trip and payment for a deadhead from Regina to Moose Jaw. Crews will be taxed directly to the relief point.

3.8 Employees whose assignment is cancelled will be given as much advance notice as possible. Article 28.04 (Conductors) and article 10.02 (Engineers) will apply.

3.9 Relieving the non-required Trainperson on this assignment will be at the discretion of the Company.

4.0 Cancellation Clause

This agreement is without precedent or prejudice to either party and can be amended, revised or cancelled upon fourteen (14) days written notice by either party.

Signed at Moose Jaw, SK this _____ day of _____, 2006

For the Company:

For the TCRC:

Dave Bodnar

Manager Yard Operations
Canadian Pacific Railway
Moose Jaw, SK Regina, SK

Dan Railton

Local Chairman - Div 510
TCRC – C/T/Y

Bill Pitts

Local Chairman - Div 510
TCRC - Conductors

Craig Ruff

Manager Road Operations
Canadian Pacific Railway
Moose Jaw, SK

Paul White

Local Chairman - Div 510
TCRC - Locomotive Engineers

Dale Braumberger

Local Chairman - Div 510
TCRC – Train Persons