

Local Rule

Moose Jaw Terminal Switchers

LOCAL RULE BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND THE TEAMSTERS CANADA RAIL CONFERENCE - DIVISION 510- Moose Jaw, SK (Locomotive Engineers, Conductors and Trainpersons)

1.0 Purpose of Agreement

This Agreement will stipulate payment and working conditions for the Moose Jaw Terminal Road Switchers, which will operate on the Swift Current, Outlook, Expanse, Indian Head and Weyburn Subdivisions.

2.0 Coverage

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

3.0 Specific Language

3.1 It is hereby agreed that effective October 28, 2008 that a day and night Moose Jaw Terminal Road Switcher shall be established and paid a fixed rate of 200 miles per tour of duty. This includes final inspection.

3.2 If they go outside the Moose Jaw Terminal they will be paid at Road Switcher Rates. Ensure the job code is 69. They will be entitled to claim \$12.00 length of run which must be submitted as an LA claim, enroute conductor only claims and train length will be paid as per the collective agreements.

3.3 They will be paid at Yard Rates if they remain within the Moose Jaw Terminal. Ensure the job code is 70.

3.4 The crew will consist of a Locomotive Engineer and a Conductor. A Trainperson can be called at the discretion of the company and all articles of this agreement will apply to all crew members.

3.5 The starting time for the day switcher will be 0700 daily. The starting time for the night switcher will be 1900.

3.6 This will be a seven-day per week assignment. Scheduled to work twelve (12) hours per day. Crews will be able to book rest as per Collective Agreement in regards to a seven-day assignment or local rest agreement for the terminal switchers. Mandatory 64 hour weekly duty clock will apply.

3.7 Crews limits of operation are as follows:

Swift Current Subdivision: Between Moose Jaw and Chaplin.

Outlook Subdivision: Between Moose Jaw and Mile 30.

Indian Head Subdivision: Between Moose Jaw and Rufus.

Weyburn Subdivision: Between Moose Jaw and Corinne.

Expanse Subdivision: Between Moose Jaw and Mile 30.

- 3.9** Should the crew be cancelled before ordered they will be paid 100 miles at Road Switcher Rates and if cancelled after on duty they will be paid 200 miles.
- 3.10** Should notice of rest be given, as provided for in Article 27 TCRC Locomotive Engineers Collective Agreement or Article 29 C/T/Y Collective Agreement, then item 3.1 will not apply and payment will be governed as per terms of the respective Collective Agreements.
- 3.11** There is no premium for working statutory holidays. Employees will be paid the General Holiday an amount equal to the earnings for the tour of duty prior to the General Holiday.
- 3.12** A relief crew may be called at the discretion of management and all terms of this agreement shall apply
- 3.13** Prior to the abolishment of any regular assigned Yard jobs it must be mutually agreed upon by the TCRC and Local Management.
- 3.14** The day and night switchers will operate separately and the cancellation of one does not affect the other one.

4.0 Cancellation Clause

This agreement is without precedent or prejudice to either party and can be amended, revised or cancelled upon seven days written notice by either party. Any changes or cancellation of the assignment to coincide with the regular weekly changes.

Signed at Moose Jaw, SK this 28th day of October 2008.

For the Company:

For the TCRC:

Dave Purdon

Manager Operations Road
Canadian Pacific Railway
Moose Jaw, SK

Gary Hiscock (for) Bill Pitts

Local Chairman - TCRC
Conductors

Kevin deDelley

Local Chairman – TCRC
Locomotive Engineers

Dave Bodnar

Manager Operations Yard
Canadian Pacific Railway

Glenn Pohl

Local Chairman, - TCRC
Trainpersons

Local Rule - Booking rest on the Moose Jaw Terminal Switchers

LOCAL RULE BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND THE TEAMSTERS CANADA RAIL CONFERENCE DIVISION 510 Moose Jaw, SK (Locomotive Engineers, Conductors and Trainpersons)

1.0 Purpose of the Agreement

This agreement will give the regularly set up crews on the Moose Jaw Terminal Switchers the ability to have two consecutive days off in the seven day set-up period.

2.0 Specific Language

- 2.1** This agreement is in reference to the Engineers and Trainpersons collective agreement which states "Employees in assigned service working a seven day per week assignment shall be permitted to book rest beyond their starting times twice during their regular work week."
- 2.2** It has been agreed to that the regularly set up crew working the Moose Jaw Terminal Switcher will be able to book 36 hours rest once per seven day set-up period in order to afford them two consecutive days off. Once this is done they cannot book rest at any other time during the week.
- 2.3** This will be done by booking 24 hours rest from their off duty time and then calling the CMC crew dispatcher and have them apply an additional 12 hours rest which will take the crew past their regular call time for the assignment.
- 2.4** In the application of this agreement the crew will not be called for duty at any time on the second day.

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 28th day of October 2008.

For the Company:

Dave Purdon

Manager Operations Road

Canadian Pacific Railway

Dave Bodnar

Manager Operations Yard

Canadian Pacific Railway

For the TCRC:

Gary Hiscock (for) Bill Pitts

Local Chairman - TCRC

Conductors

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Locomotive Engineers