

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

1.0 Purpose of agreement

This agreement will stipulate the operation of the Road Switchers for Locomotive Engineers, Conductors and Trainpersons with home terminal at Swift Current, SK.

2.0 Coverage

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

3.0 Specific Language

- 3.1** The crews will consist of a Locomotive Engineer, Conductor and a required Trainperson(s).
- 3.2** This Road Switcher is not limited to; but will normally switch at Swift Current yard. Work limits for this job will be extended to the east switch at Chaplin, SK, to meet operational requirements with Chaplin salt plant. Any work required south of Swift Current, to the lines of the Great Western Railway, will be deemed as falling under the terms of this assignment.
- 3.3** Fixed rate for the day (start times 0700-1000) assignment will be 185 miles at yard rates. Fixed rate for the night (start times 1900-2200) assignment will be 195 miles at yard rates. The night switcher will receive the 195 mile rate when working the day shift as well.
- 3.4** Each Locomotive Engineer, Conductor and Trainperson on these assignments must fulfill the following terms and conditions to qualify for the fixed rate as set above.
- 3.5** If notice is served in accordance with Article 26, (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 respective Collective Agreement.
- 3.6** If the assigned or a spare crew is cancelled after commencing duty, due to unforeseen circumstances as outlined in Article 11(c), paragraph 2, (Conductors) or Article 10, (Locomotive Engineers) payment will be in accordance with each crew members respective Collective Agreement.

- 3.7** In the event that this Road Switcher works on an assigned rest day, the crew will be paid an additional 50 miles at yard rates that will be non-chargeable miles.
- 3.8** The day switcher will have Mondays and Tuesdays as assigned rest days. The night switcher will have Saturdays and Sundays as assigned rest days. It is understood that these rest days may be renegotiated, with out effect on this agreement.
- 3.9** The night assignment may be setup on a swing basis, if operational needs require. (To cover the rest days of the day switcher.)
- 3.10** If operational requirements no longer require both assignments in Swift Current, it is understood, that the night assignment will be the first to be eliminated.

4.0 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 17th day of May 2004.

For the Company:

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

Duffy Kibsey
Manager Road Operations
Canadian Pacific Railway
Moose Jaw, SK

For the TCRC:

Bill Pitts
Local Chairman
TCRC
Conductors

Dale Braumberger
Local Chairman
TCRC
Trainmen

Paul White
Local Chairman
TCRC
Locomotive Engineers