

## Kamloops Terminal ADHOC Road Switcher Local Agreement

### MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC RAILWAY CO. & THE TEAMSTERS CANADA RAIL CONFERENCE – DIV 821

The company (CPR) and the unions (TCRC) have agreed to establish a fixed rate of pay for crews called for an adhoc road switcher. This agreement also contains other related benefits and conditions and is written without precedent or prejudice to either party.

1. Conductors, Locomotive Engineers, Pilots (if applicable) and Trainpersons (if applicable) called for adhoc road switcher service to perform work at Kamloops terminal will be paid a fixed rate depending on amount of hours worked as follows:
  - a. Eight (8) hours or less = 150 miles per tour at road switcher rates.
  - b. Between Eight (8) and Ten (10) hours = 175 miles per tour at road switcher rates
  - c. Over Ten (10) hours = 200 miles per tour at road switcher rates.
  
2. This payment is based on the same principles established for the fixed mileage method of pay and includes all initial time, NR, EC, CT, tt&j, run miles, deadheading time into and out of service and final time payments. These items **will not** be claimed in addition to the fixed rate unless under the provisions of item #9 below (beyond 30 mile radius).

Other payments not listed such as conductor only payments and any other payments applicable under the collective agreement will be paid in addition to the fixed rate.

- a. The provisions of this local agreement will apply to all freight crews and/or spare employees called in adhoc road switcher service. If road switcher payment under the collective agreement would exceed pay as provided for under this local agreement the crew at their option may submit a claim under the provisions of their collective agreement.
- b. In the event employees are on duty in excess of 12 hours they will be compensated on a per minute basis at a rate of double the hourly pay for all time so occupied in addition to the established fixed rate.

4. If any member of the crew serves notice for rest in accordance with TCRC-LE Article 27.04 or TCRC-Conductor Article 29, the entire crew will no longer be considered to qualify for the fixed rate and will be compensated as per the respective Collective Agreement.
5. If rest has been booked and management decides to send relief for a specific crew member(s) the remainder of the crew will still be entitled to the fixed rate of pay.
6. Employees providing relief on an adhoc road switcher account a member(s) of the crew has booked rest will be paid as provided for in the collective agreement.
7. For the purposes of payment of a General Holiday claim, if the day preceding the holiday was paid on the basis of this local agreement then the total monetary earnings paid for on the working trip will be paid for on the GH.
8. When calling conductors for adhoc road switcher service the spare running list for adhoc road switchers will be used first followed by normal CMA calling procedures for spare conductors.

When calling locomotive engineers for adhoc road switcher service spare engineers will be called first followed by normal CMA calling procedures.

9. Crews will be given the opportunity to obtain a meal within a reasonable time frame which will be determined after the crew consults with the CPR manager in charge with the intent to ensure maximum productivity.

Crews will not be expected to work more than eight hours without the benefit of a meal.

10. All Kamloops terminal adhoc road switchers will have a home terminal of Kamloops and will work a maximum range of fifty miles West of Kamloops and to mile 121.5 on the Shuswap Sub (Kamloops Terminal Agreement limits)

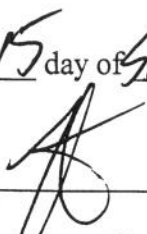
All running miles a crew operates their train over in excess of the thirty mile limit will be paid for in addition to the fixed rate.

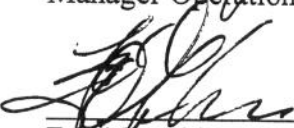
All time involved in switching that is performed outside of the thirty mile limit will be paid as an EC claim in addition to the fixed rate.

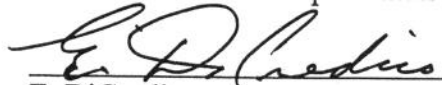
This understanding will not result in any loss of yard or road switcher assignments at Kamloops.

11. This local agreement may be amended, revised or cancelled with a thirty day written notice from any of the parties signatory to this agreement.

Signed this 15 day of Sept 2010.

  
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T. Litowsky  
Manager Operations Kamloops

  
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F. O'Genski  
TCRC Conductors Representative

  
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E. DiCredico  
TCRC Engineers Representative