

## **VK31 Kamloops Road Switcher**

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

#### **Purpose of Agreement**

1. This local agreement will represent the establishment and operation of a Road Switcher Assignment at the Kamloops terminal to be known as VK31.

#### **Coverage**

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

#### **Specific Language**

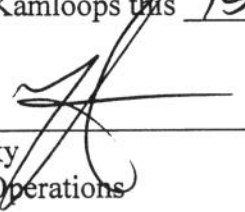
3. It is hereby agreed that effective September 5<sup>th</sup>, 2010 the VK31 shall be paid a fixed rate depending on amount of hours worked as follows:
  - a. Eight (8) hours or less = 150 miles per tour at road switcher rates.
  - b. Between Eight (8) and Ten (10) hours = 175 miles per tour at road switcher rates
  - c. Over Ten (10) hours = 200 miles per tour at road switcher rates.
4. The crew will consist of a Locomotive Engineer, Conductor, and Trainperson.
5. The Locomotive Engineer, Conductor and Trainperson on this assignment must fulfil the following terms and conditions to qualify for the fixed rate of pay.
6. 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.
7. 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.
8. As far as practicable all work must be completed as instructed. This could involve all of the crew members to be on duty up to the 12th hour.
9. 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.
10. Work days for assignment VK31 are Tuesday through Saturday beginning their shift at 2200 Tuesday-Friday and 1900 on Saturday's. Assigned rest days are Sunday and Monday.


11. There are no additional premiums for working on a General Holiday. Employees will be paid an amount equal to the earnings for the tour of duty prior to the General Holiday.
12. If the VK31 is cancelled on any working day with less than 5 hours notice before reporting for duty, the crew will be entitled to payment of 100 miles at road switcher rates (TCRC Conductor's agreement article 28.04, Engineer's article 10.02). If the VK31 is cancelled on a GH with the proper notice given (up to 5 hours before start time), they will be paid for the GH as per the collective agreement (article 68.5 Conductors, 18.05 Engineer's).
13. This local agreement may be amended, revised or cancelled with a thirty day written notice from any of the parties signatory to this agreement.

*Clarification regarding Article 8.05: An Engineer who is regularly assigned in road switcher service and who performs a complete tour of duty exclusively within the yard or switching limits will be paid at yard rates of pay.*

*The yard/switching limits for Kamloops are the OMT'S at each end of the yard itself. Once you have traveled beyond these points (i.e. North or South Storage tracks, or delivery to the CNR interchange) road switcher rates apply.*

Signed at Kamloops this 15<sup>th</sup> day of Sept. 2010.

  
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T. Litowsky  
Manager Operations

  
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F. O'Genski  
TCRC Conductors Representative

  
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E. Di Credico  
TCRC Engineers Representative