

V21 Ashcroft Road Switcher
MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC
RAILWAY CO. & THE TEAMSTERS CANADA RAIL CONFERENCE – DIV 821

Purpose of Agreement

1. For the purpose of this agreement Kamloops BC is the home terminal for the Ashcroft Road Switcher Assignment. This agreement covers the establishment and operation of a road switcher assignment based at Ashcroft BC.

Coverage

2. Assigned and/or Spare Locomotive Engineers, Conductors and Trainman will be governed by the terms of this agreement.

Specific Language

3. It is agreed that effective April 6th, 2009 the V21 Ashcroft Road Switcher shall be paid a fixed rate amount of 150 miles per 8-hour tour of duty at road switcher rates.
4. The crew will consist of a Locomotive Engineer, Conductor, and Trainperson.
5. The V21 Assignment will operate as follows. The crew will be transported from Kamloops to Ashcroft. At Ashcroft the crew will perform the required switching until their work is completed. The crew will then be transported back to Kamloops.
6. The V21 Assignment will operate Monday-Friday from 0600-1400 Saturday and Sunday are the assigned rest days.
7. If required by the employer the entire crew on this assignment must be available for up to ten hours per tour of duty. The ten hours includes the transportation time to and from Ashcroft.
8. In the event employees are on duty in excess of 8 hours they will be compensated on a per minute basis at a rate of twelve and one half (12.5) miles per hour at road switcher rates for all time so occupied in addition to the established fixed rate (OT claim code with description).
9. If V21 is cancelled on any working day (except on a GH) before reporting for duty, the crew will be entitled to payment of 100 miles (CJ claim) at Switcher Rates for each day they are cancelled.
10. 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.
11. The 30-mile road switcher limit set forth in the collective agreement is not to be exceeded by the V21 except as provided for in the following:

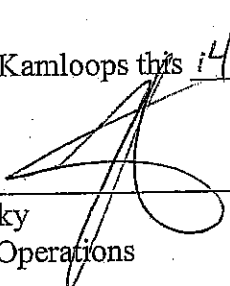
In instances where the company requests the crew to exceed the 30 mile limit, the TCRC agree they may be used up to a maximum of fifty (50) track miles from the OMTS's @ Ashcroft.

12. If the company uses the V21 crew in the extended road switcher limits of between 30 and 50 miles, an additional payment of 100 chargeable miles @ road switcher rates plus all arbitrary payments (that apply while exceeding the 30 mile limit i.e. C-only, KDA, etc.) will be paid to the crew in addition to the established fixed rate.

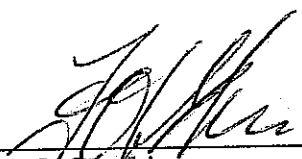
Transportation

13. The company agrees to provide and arrange for suitable transportation services from Kamloops to Ashcroft and return on a daily basis. Transportation will be made available in Kamloops at the Yard Office at 0600 daily and coordinated with the Kamloops OM regarding a pickup time for the crew to be transported back to Kamloops.

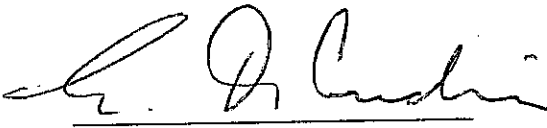
Signed at Kamloops this 14th day of Oct 2009.



T. Litowsky
Manager Operations



F. O Genski
TCRC Conductors Representative



E. Di Credico
TCRC Engineers Representative