

**LOCAL AGREEMENT BETWEEN
CANADIAN PACIFIC RAILWAY COMPANY
AND
TEAMSTERS CANADA RAIL CONFERENCE
DIVISION 657
AT REVELSTOKE, BC**

Preamble

The current Collective Agreements covering all running trade employees shall be referred to by the union responsible for the Collective Agreement at its signing. It is intended that all rights contained in the Collective Agreements and this agreement be conferred to the recognized bargaining agent for all employees covered within.

1.0 Purpose of Agreement

This agreement will stipulate the handling of crews working the Mountain Subdivision unassigned pool. This agreement is intended as a pilot for a period of approximately 6 months, however, may be cancelled, modified or extended as described below.

2.0 Application of this rule

- 2.1 The Mountain sub unassigned freight pool will be run on a first in first out basis at Revelstoke.
- 2.2 Except as provided in item 3 of this agreement, all crews called for trains that terminate in the south yard at Golden will remain in Golden pool service until they return to Revelstoke. Exception: (Mountain Assignment working a train that terminates in Golden will be sent through to Field to work train 471, unless a connection can not be made within 471's window, the Assigned crew will be deadheaded home from Golden)
- 2.3 Crews in Golden pool service will be kept in suitable accommodations at Golden.
- 2.4 Crews staying at Golden will be called on a first in first out basis for westbound trains originating at Golden and will not be run around by other crews.
- 2.5 Crews in Golden pool service will be paid a fixed rate of 148 miles under the conditions of local rule #1.
- 2.6 All other trains will be crewed from Field or Revelstoke.

3.0 Exceptions

- 3.1 It is the intent of this agreement that all crews in Golden service on the Mountain Sub be used exclusively for trains initiating or terminating at Golden. Crews staying at Field will not be used for Golden train service except as provided.
- 3.2 Crews may be called from Golden for ad-hoc road-switcher service under the conditions of the Revelstoke local rules.
- 3.3 Crews called from Golden to taxi to Field and operate westbound trains other than coal will report for duty in Golden and stay in continuous service at Field.

3.4 Crews called from Field to taxi to Golden and operate westbound coal trains will report for duty in Field and stay in continuous service.

3.5 Crews called under the conditions outlined in items 3.3 and 3.4 will be paid a penalty payment of 100 non chargeable miles and the fixed rate for the train regardless of whether they are subsequently relieved en-route.

4.0 AD HOC ROADSWITCHER AGREEMENT

4.1 Unassigned Locomotive Engineers, Conductors and Brakepersons working the Mountain or Shuswap subdivisions may be called in road switcher service from an away from home terminal on the following conditions.

4.2 Crews called in this service will be paid a flat rate of 200 miles at road switcher rates and conditions except as specified.

4.3 The mileage restrictions in the road switcher agreement are relaxed to enable crews in this service to the point where they can be used for an unlimited number of times between Field and Donald or between Kamloops and Chase.

Crews ex Field or Golden will establish their turns in Revelstoke by their order time. Crews at Field or Golden ordered for the same time will use their departure time ex Field or Golden to establish their respective pool turn in Revelstoke.

The Company will not be responsible for payment of claims resulting from incorrect information given by crews or failure of a crew to notify the CMC Crew Dispatcher of their proper placement.

This agreement is entered into without precedent or prejudice to the positions of either party and may not be used by either party for any reason without the expressed written permission of the other party. This agreement cannot be used as an instrument to attempt to change Field as the designated away from home terminal for the Mountain Subdivision crews. Golden will remain as an intermediate station for the Mountain Subdivision

This Agreement can be amended, revised or cancelled upon seven days written notice by either party.

Signed at Revelstoke on August 5, 2004:

For the Company;

For the TCRC;

S. Bell
Service Area Manager, BCI

W. Cyronek
Local Chairperson

F. Bonanno
Local Chairperson

G. Edwards
Local Chairman

