



Teamsters Canada Rail Conference

July 9, 2001

Kamloops Terminal Agreement Letter of Understanding

1.0 TERMS AND CONDITIONS

1.1 It is recognized that Kamloops is an away from home terminal for road crews operating on the Shuswap Subdivision and the home terminal for crews operating on the Thompson Subdivision.

Kamloops Terminal will be considered to be the track between mile 121.5 on the Shuswap Subdivision and mile 7.0 on the Thompson Subdivision.

This will not affect the current OMTS or designated points at this terminal.

1.2 The current switching limits at Kamloops Terminal will be re-established, in accordance with Article 8, Clause (d) and Article 21 of the UTU Collective Agreement and Article 4.17 of the BLE Collective Agreement to be from mile 121.5 on the Shuswap Subdivision to mile 7.0 on the Thompson Subdivision.

1.3 Coincident with the coming into effect of this agreement, the "switching zone" for the purposes of the Canadian Railway Operating Rules will be defined as being from mile 121.5 on the Shuswap Subdivision to mile 7.0 on the Thompson Subdivision.

This change is subject to proper bulletining procedures and will be published in the next printing of the Time Table effective in this area.

1.4 New fixed mileages and thresholds will be established for Revelstoke and Kamloops crews who are required to yard their trains and/or perform crew changes between mile 121.5 and 126.9 Shuswap subdivision and between mile 0.2 and 7.0 Thompson subdivision which may involve:

1.4.1 the yarding of their train either between mile 121.5 and mile 126.9 Shuswap subdivision or between mile 0.2 and 7.0 Thompson subdivision and travelling to the station to go off duty;

1.4.2 travelling to either between mile 121.5 and 126.9 Shuswap subdivision or between mile 0.2 and 7.0 Thompson subdivision and operating a train from that point to either Revelstoke, North Bend or Boston Bar.

1.5 New fixed mileages and thresholds are based on the current fixed mileages plus 10 additional miles (50 additional minutes) bringing the fixed mileage for Revelstoke crews to 163 miles with

a threshold of 237 minutes and the Kamloops crews between Kamloops and North Bend to 160 miles with a threshold of 263 minutes, and between Kamloops and Boston Bar to 170 miles with a threshold of 263 minutes.

1.6 The previously established fixed mileage rates and corresponding thresholds shall continue to apply in all other situations where a fixed mileage rate is applicable, except where work as provided for in this Agreement is performed.

1.7 These new fixed mileage rates will not be included in any ticket sample used in a fixed mileage review process of the original fixed mileages.

1.8 These new fixed mileage rates are not subject to revision through the fixed mileage review process outlined in the respective Collective Agreements due to administrative problems associated with the tracking of these particular runs, however, a process for review of these mileages will be developed jointly between the parties in order to be able to periodically review the rates in a manner similar to that applicable to other fixed mileage rates.

2.0 WITHOUT PREJUDICE OR PRECEDENT

2.1 This agreement is entered into without precedent or prejudice to the positions of either party in this dispute and may not be used by either party for any reason without the expressed written permission of the other party.

3.0 FINAL RESOLUTION

3.1 This agreement disposes of all Council concerns, grievances and disputes with respect to the re-establishment of switching limits, switching zones and the defined limits of the Kamloops terminal.

3.2 In final resolution the Company agrees to place in line for payment claims either in the grievance procedure or held in abeyance pending the outcome of the grievance that were submitted by July 09, 2001 for work performed on or prior to June 15, 2001 according to the following:

- claims submitted by Kamloops crews for running off subdivision will be paid at 50 miles per claim at the applicable rates
- claims submitted by Revelstoke crews for runarounds will be paid.

Signed in Revelstoke, this 9th day of July, 2001.

FOR THE COMPANY:
(original sgd S. Bell)

FOR THE COUNCIL:
(original sgd D. Curtis)

Letter of Understanding

July 12, 2001
Revelstoke

Dennis Curtis
General Chairman
Canadian Council of Railway
Operating Unions (BLE)
#309, 8989 MacLeod Trail S.
Calgary AB T2H 0M2

Lou Schillaci
General Chairperson
Canadian Council of Railway
Operating Unions (UTU)
#306, 8989 Macleod Trail S.
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Dear Sirs,

This is in regards to the agreement reached on July 09, 2001 between the Company and the CCROU pertaining to the Kamloops terminal particularly concerning the payment for crews for staging trains or retrieving staged trains West of Kamloops. During the course of discussions on July 09, conversations were held regarding additional payment for crews for staging or retrieving staged trains within the expanded terminal limits. It was understood that this payment would not be made to crews changing off at normal locations nor to crews staging or retrieving a staged train within the existing terminal limits. Given these discussions, and given that changing off crews and storing eastbound trains at 2nd Avenue was an accepted practice prior to the Kamloops terminal agreement, this letter is to confirm that crews changing off west of Mile 0.2 on the Thompson subdivision at 2nd Avenue on eastbound trains will not be entitled to the additional 10 mile claim as noted in the agreement. Additionally, crews staging or retrieving eastbound staged trains which are stored at 2nd avenue will not be entitled to the payment given that this is a traditional change off location. In all other instances, crews staging or retrieving staged trains between Mile 0.2 and 7.0 on the Thompson subdivision will receive the 10 mile claim.

Sincerely,
C.D. Carroll
Director,
Labour Relations

I Concur:

I Concur:

D.C. Curtis L.O. Schillaci
General Chairman (BLE) General Chairperson (UTU)