



Frank Bonanno  
Superintendent Vancouver

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February 25, 2015

Mr. J. Harris  
Local Chairmen LE's  
Division 320  
#105 – 1519 Grant Avenue  
Port Coquitlam, B. C. V3B 7S8

Mr. J. Hnatiuk  
Local Chairman C/T  
Division 320  
33505 Copper Place  
Mission, B. C. V2V 6E6

Mr. C. Esposito  
Local Chairman Y  
Division 320  
201 – 3260 St. John Street  
Port Moody, B. C. V3H 0B9

Dear Sirs:

Please accept this as a formal notification that the Company exercises the 30-day notice of cancellation on the following local rules at Coquitlam/Roberts Bank effective with the crew change on March 30, 2015:

Appendix P – Roberts Bank Flat Rate Road Switcher Agreement - April 2005 – addendum dated April 2010.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frank Bonanno', with a long, sweeping underline.

Frank Bonanno  
Superintendent  
Vancouver

**Memorandum of Understanding between  
Canadian Pacific Railway  
and  
Teamsters Canadian Rail Conference  
regarding  
Roberts Bank Road Switchers**

**1.0 Purpose of Agreement**

The union and the company wish to establish mutually agreeable terms to ensure timely service and optimal production to the Westshore Terminal coal facility at Roberts Bank.

**2.0 Coverage**

Locomotive Engineers, Conductors, and when necessary, Trainpersons working in Roberts Bank Road Switcher service will be governed by terms of this Agreement.

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**3.0 Specific Language: Terms, Conditions, and Flat Rated Payments**

3.1 The Roberts Bank (RB) Road Switchers will operate Conductor-only.

3.2 RB Road Switchers will operate on 5 consecutive days with 2 rest days, or other schedule agreeable to both parties.

3.3 The RB Road Switcher work tour is expected to be 12 hours or less.

3.4 Extra RB Road Switchers may be called from Roberts Bank unassigned pools to cover assigned rest days or to supplement service. Extra Roberts Bank Road Switchers will work and be paid under the terms and conditions of this agreement.

3.5 The Company reserves the right to determine the assigned work. In the event excessive switching is required, the company may order a required Trainman.....

3.6 The following Flat Rate Payments established by this agreement include all arbitraries, train length, length of run allowance, preparation and final time:

3.6.1	RB Road Switcher or Extra:	Locomotive Engineer	: \$400.08 (33.34/hr)
		Conductor	: \$380.04 (31.67/hr)
		Trainman (if ordered)	: \$343.68 (28.64/hr)

3.6.2 General wage increases negotiated at National level will be applied to this Flat Rate commencing with increase to be applied January 1, 2006.

3.7 Any time spent working and/or deadheading after the 12<sup>th</sup> hour will be paid on a per minute basis at the hourly rate specified in Clause 3.6.1.

3.8 There is no premium for working General Holidays, employees are paid Holiday claim equal to his/her earnings for the tour of duty prior to the General Holiday.

3.9 In accordance with the rest provisions of Articles 29 (C/T/Y) and 27 (LE), an employee desiring rest after 10 hours will give notice within the first 5 hours on duty. The company may, at its option, relieve a single employee or all crew members at any time prior to being 10 hours on duty. An employee who gives notice to book rest is not entitled to claim Flat Rate payment under Clauses 3.6, but must instead claim payment per the provisions of his or her respective collective agreement

3.10 For purposes of mileage regulation, a tour of duty will be:

3.10.1 Locomotive Engineer	175 miles
3.10.2 Conductor/Trainman	150 miles

#### 4.0 Cancellation Clause

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~~This Agreement is without precedent or prejudice and may be abolished or amended with 30 days written notice given by either party.~~

Agreed to April 28, 2005.

Mel Schille  
Service Area  
Manager, VSA

Chuck Dennison  
Manager,  
Road Operations

Gerry Ranson  
Local Chairman (LE)  
TCRC

Ray Hnatiuk  
Local Chairman (C/T/Y)  
TCRC

**Addendum to Memorandum of Understanding between  
Canadian Pacific Railway  
and  
Teamsters Canadian Rail Conference  
regarding  
Roberts Bank Road Switchers**

**5.0 Roberts Bank Roadswitcher Conductor Rate of Pay**

RB Road Switcher or Extra Conductor rate of pay is increased to \$472.66 (39.39/hr)  
This rate is current and will take effect as of the signing of this addendum. General wage  
Increases negotiated at National level will be applied to this Flat Rate commencing with  
increase to be applied January 1, 2011.

**6.0 Conductor's Use of a Company Vehicle**

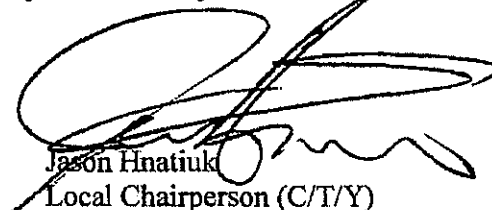
- 6.1 The Conductor will drive a vehicle provided by the Company.
- 6.2 The vehicle provided by the company must be in safe working condition and will be insured by the company.
- 6.3 In order to qualify for the new rate, the conductor must be in possession of a valid Class 5 driver's license. If the conductor does not have a valid driver's license, he/she will not be subject to this addendum and will be paid under the rates established in Article 3.6.1.
- 6.4 The Conductor will use the vehicle to transport him/herself and his/her crew members only for the purpose of performing their duties as a Roadswitcher crew.
- 6.5 The Conductor will be responsible for fuelling the vehicle. The company will make arrangements for purchasing of fuel.
- 6.6 The Conductor will be responsible for performing a walk around inspection prior to operating the vehicle to identify damage, documenting and reporting any damage found prior to using.
- 6.7 The company assumes the liability for injuries and damage due to accident.

**7.0 Cancellation Clause**

This Addendum is without precedent or prejudice and may be abolished or amended with 30 days written notice given by either party.



Rocky C. Hartline  
Service Area Manager – Operations  
Vancouver Service Area



Jason Hnatiuk  
Local Chairperson (C/T/Y)  
T.C.R.C.

Apr. 26, 2010.