

**Weekly Crew Change Agreement
Between
Canadian Pacific Railway
And
TCRC – Conductors/Trainmen/Yardmen Division 320
Governing Weekly Placement Procedures
At Vancouver, Roberts Bank, VIF & West Coast Express Terminals**

This agreement is made pursuant to the Collective Agreement and the Memorandum of Settlement date November 13, 2004. This agreement is supplemental to the Collective Agreement, and except as necessary for the implementation of this agreement, the Collective Agreement will apply.

General Principles:

- 1) These procedures are designed to eliminate mid-week displacements and consequently provide employees a more stable work place.
- 2) A weekly crew change will take place each Sunday at 2201 to be effective 0001 Monday governing:
 - Establishment of or reduction to the number of regular assignments
 - Adjustments to the pool(s)
 - Adjustments to the spare board(s)
 - Movement to or from permanent or temporary vacancies
- 3) All regular assignments, temporary vacancies existing or known to be for five consecutive days or more (yard), six consecutive days or more (road), and positions on the respective spareboard(s) will be filled on a weekly basis.
- 4) Annual Vacation will begin and end effective with the weekly crew change. Employees will automatically be booked off and on by CMC, to coincide with the weekly crew change. If one or more General Holidays fall within an employee's annual vacation period, in all circumstances, the extra day(s) of vacation will be filled as a vacancy of less than five days (yard), six days (road).
- 5) Conductors/Trainmen/Yardmen electing to take annual vacation after the scheduled vacation period, in the application of item 4, will have their turn established in the pool (seniority permitting) at 2201 Sunday night, effective 0001 Monday and the turn will run spare until the employee returns. (See item 18)
- 6) General Advertisement of Assignments will coincide with the weekly crew change and all regularly assigned positions will be bulletined and awarded as per individual bid and on a seniority basis.
- 7) The Company will post job abolishments, annual vacation vacancies, or any other known claimable vacancies as per Collective Agreement.
- 8) Bulletins advertising permanent vacancies or new assignments will be posted by the Company, as per the time limits outlined in the Collective Agreement. Applications for permanent vacancies or new assignments will be awarded to the senior qualified employee making an application.

- 9) Subsequent vacancies created by employee(s) bidding positions outlined in items six and seven above will be filled for the following seven day period in accordance with Item(s) eleven and twelve of this agreement. If no applications are received, or a position is not filled by bid, employees will be assigned to the position as follows.

- Yard - the senior qualified employee on the yard spareboard.
- Road – senior qualified employee on road spareboard.

Note: Permanent vacancies created by subsequent movement will be bulletined as per the terms of this agreement in order to afford employee(s) the opportunity to bid those positions.

- 10) Weekly crew changes will be posted no later than 18:00 PST on Friday. Employees who are affected due to the weekly crew adjustment process, will be notified by the Company in a timely manner.
- 11) Local Union representatives and the Company will meet to determine the basis for adjusting pool(s) and spareboard(s) by no later than Thursday at 1200 PST. The results of any adjustments will be reflected in the weekly crew changes. **This weekly mileage information will be posted at all crew start locations by 1600 PST on Thursday.**

WEEKLY BID SYSTEM

The weekly bid system will operate in the following manner:

- 12) In order to administer this agreement, all employees will submit a Weekly Placement Bid Sheet upon implementation of this agreement, this bid sheet will indicate.
- Their preference of available positions in assigned and/or unassigned service (A vacancy of five consecutive days or more (yard), six consecutive days or more (road), and positions on the respective spareboard(s)).
 - Their preference for available positions in unassigned service; and
 - Their preference for relief work as a conductor (spare running) if changing class of service.

NOTE This does not replace the requirements to submit a bid at General Change of Advertisement.

- 13) Subject to Collective Agreement and local rule provisions regarding the movement of employees between and within road and yard service, the latest Weekly Placement Bid Sheet on file will be used to award positions and claimable vacancies for the following weekly crew change period.
- 14) **A New Weekly Placement Bid Sheet may be submitted at any time but must be submitted prior to 1000 PST Friday to be effective for the following seven-day period.**
- 15) When returning from annual vacation, Conductors/Trainmen/Yardmen may submit a new bid **prior to the 1000 PST Friday deadline** in accordance with item 12 above. If no bid is received by that time, the employee(s) will be considered to be governed by the last weekly bid form submitted to fill a position according to the Collective Agreement.

- 16) Conductors/Trainmen/Yardmen returning from unscheduled absences in excess of five consecutive days or more (yard), six consecutive days or more (road), and whose temporary vacancy has been filled under the terms of this agreement, will be expected to notify the company of their expected date of return prior to the **10:00 PST Friday deadline** for the following seven day period. This employee will be placed according to their weekly bid, and in accordance with the terms of this agreement. Item seventeen of this agreement would apply in the event the employee cannot be placed on the working list effective with the weekly crew change, but is scheduled to return midweek.

The Company commits to an ongoing effort to track absent employees and attempt to consistently determine when the employee(s) will be returning in advance of crew change, in order to facilitate effective crew placement.

- 17) In the unlikely event that Conductors/Trainmen/Yardmen unexpectedly return midweek from unscheduled absences in excess of five consecutive days or more (yard), six consecutive days or more (road), and who were unable to provide proper notification as outlined above, will be handled as follows;

TCRC – C/T

- Employee(s) will be placed in accordance to their weekly bid sheet (seniority permitting).
- This may include adding a turn to the pool(s) or spareboard(s)
- In either event, this will not result in a displacement.

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- The employee returning or the employee subsequently displaced, may be assigned to familiarization tours, used as an extra yardman/utility person, or assigned to the yardman's spareboard, subject to agreement between the Local Company Officers and Local Union Representatives, at that time.

Note: Employee(s) returning to the workplace or the employee being displaced due to the employee returning to the workplace, will be entitled to no less than the conditions of employment received by bid including salary, days off & start time.

- 18) Conductor/Trainman/Yardman who leave or do not occupy their position for the full seven day weekly placement period will have their position(s) treated as vacancy of less than 5 days (yard), six days (road), and the following will apply;
- TCRC – C/T/Y (Road & Yard); the turn will run spare until the next weekly crew change, or, the respective spareboard will run short until the next weekly crew change.

Note: This includes taking an extra day(s) Annual Vacation due to a General Holiday(s) falling within the relevant annual vacation period.

19) Article 44.06 will be administered as follows:

- Yardmen exercising their right to provide notification must do so by not later than **1000 PST on Friday** to be effective with the next weekly crew change.
- The bump will be effective with the weekly crew change.
- For the purpose of this agreement the 30 day requirement has been reduced to 28 days.
- The determination of the 28 days will be effective with the Sunday crew change.

(NOTE: the Friday deadline is actually the 26th day working that regular position)

NO BIDS OR INSUFFICIENT CHOICES

20) If no bid exists for an employee, or if there are insufficient choices provided by the existing weekly bid, employee(s) will be placed according to the default bid provided by the Local Union Representative. This is to be done in conjunction with the weekly crew change.

REFERRAL

21) The issue of the starting times for Annual Vacation in mid week and the application of OLA to AV will be referred to the General Chairman and the General Manager for resolution as soon as possible.

This Memorandum of Understanding is effective on the ___ Day of _____, 2005. A thirty-day (30) written notice to amend the terms of the agreement may be served by either party. Should this clause be enacted, the parties will meet within seven (7) days to attempt to rectify the situation.

Administration of the Agreement will be done locally and any unresolved issues may be advanced to the General Chairman and the General Manager.

Dated this 31st day of May, 2005.

For the Company:

For the Union:

Bob Zeglinski
Manager, Yard Operations
Vancouver, BC

Chuck Dennison
Manager, Road Operations
Vancouver, BC

Ray Hnatiuk
Local Chairman
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Ron Hampel
Manager, Labour Relations

Dave Guerin
Manager, CMC

Jason Hnatiuk
Local Chairman