

LOCAL RULES AGREEMENT

**Between
Canadian Pacific Railways**

Manitoba Service Area

And

**Teamsters Canada Rail Conference
Division 76 (Yard)**

Winnipeg

REVISED April 25, 2007

Table of Contents

<u>Item #</u>	<u>Description</u>	<u>Page number</u>
1.0	Definitions	Page 3
1.1	Claimable Vacancies	Page 3
1.2	Employee	Page 3
1.3	Preference Bid Card	Page 3
1.4	Default Bid Card	Page 3
1.5	Seven Day Set up Period	Page 3
1.6	Off Status	Page 3
1.7	Yardman	Page 4
1.8	Work Week	Page 4
1.9	Permanent Vacancy	Page 4
2.0	Personal Leave of Absence	Page 4
3.0	Personal Rest	Page 5
4.0	Standard Call	Page 5
5.0	Missed Call	Page 5
6.0	Leaves of Absence for Union Officers	Page 6
7.0	Holding Turn While on Union or Company Business	Page 6
	Local Rules, Preamble	Page 7 & 8
	General Holiday	Page 8
	Weekly Bid System	Page 8 & 9
	No Bids or Insufficient choices	Page 9
	Use of Company Vehicles, Utility Persons	Page 9
	Operation of Yard Spare Board, Winnipeg	Page 10 & 11
	Overtime Board	Page 12
	Road Extra Board	Page 12 & 13
	Yard to Road – Temporary Road Service	Page 13
	Car Retarder Operators	Page 14 & 15
	Signatures	Page 16

The use of the masculine gender in this agreement includes the feminine and vice versa

1.0 DEFINITIONS

1.1 CLAIMABLE VACANCIES

- in assigned service, a vacancy which extends for the seven day set up period.
(Excluding Mileage Vacancies)
- in yard service, a vacancy which extends for the seven day set up period, including days off.

1.2 EMPLOYEE

- refers to a Yard Foreperson, Yard Helper, Car Retarder Operator, Yard Service Employee, Yard Service Helper, and Utility Person.

1.3 PREFERENCE BID CARD

- A bid submitted in the prescribed manner in conjunction with the general change of assignments (or weekly crew change) in which an employee indicates:
 - Their preference of road or yard service
 - Their preference of available positions in assigned and/or unassigned service permanent or temporary including CRO positions
 - Their preference for available positions off the S9 overtime board
 - Their preference for available position off the S10 road extra board.

1.4 DEFAULT BID CARD

- A bid card provided by the local which will be used should an employee not submit a weekly bid card or have insufficient choices listed. S2 night spare board is the default.

1.5 SEVEN DAY SET UP PERIOD

- From 0001 Monday until 2359 the following Sunday.

1.6 OFF STATUS

- Any status other than available, working or on rest.
- **YARDMAN**
- Refers to a Yard Foreperson, Yard Helper, Car Retarder Operator, Yard Service Employee, Yard Service Helper, and Utility Person.

1.8 WORK WEEK

- The workweek for regularly assigned Yard employees will be from 0001 Monday to 2359 Sunday, regardless of days off.

1.9 PERMANENT VACANCY

- A vacancy created as a result of severance of service, movement to a regular position as a Trainperson or promotion to an official position.

2.0 PERSONAL LEAVE OF ABSENCE

- Personal leaves of absence of seven days or longer, will be governed by the collective agreement.
- Unless the proper authority is advised prior to 12:00, Friday, that a leave of absence falling within the subsequent seven day set up period will not be taken, will result in that employee being added to one of the time boards as mutually determined by the Local Manager of Operations and the Local Chairperson.
- Leave of absence must be arranged prior to an employee being required for duty, and will be subject to the following protocol
- Twelve (12) hours – CMC
- Twenty Four (24) hours to Twelve (12) hours – CMC
- More than Twenty Four (24) hours – Yard Manager
- Seventy-two (72) hours or more – in writing to Manager of Yard Operations

Employees who are off account personal leave, missed call, annual vacation, off for miles, and other statuses of specified periods of time will automatically be booked ok for duty at the expiration of the specified period of time. (Exception Union or Company Business)

Bereavement leave will be arranged through CMC as per the collective agreement, bereavement leave will not generate automatic book on.

3.0 PERSONAL REST

- Employees moving from one position to another in application of the seven day system will have their rest applied to themselves in their new position. (rest stays with the employee – absolute)
- *Article 48.01 is modified as follows: Yard persons will have the right to book rest after 10 hours service. Yard persons must give 2 hours notice of their desire to book rest. All yard persons at the completion of their shift will have the right to book rest up to 10 hours clear, with 2 hour call. Yard persons to be the judge of his or her own condition. The intent of this rule is to have employees off duty in 10 hours not including transit time.*

The two hour call provision applies to spare Yard persons only

4.0 STANDARD CALL

- 4.1 The standard call for spare yardman will be two (2) hours.
- 4.2 When calling employees, attempts must be made with all numbers provided to CMC.
- 4.3 Fifteen (15) minutes will be considered a reasonable time to allow an employee to respond to a call. This will apply to the first available employee called to fill a spare turn. Note: This does not apply to subsequent employees, however, those employees will be given Five (5) Minutes to respond to a call by pager.
- 4.4 In the event of a subsequent employee receiving a short call, they must make a reasonable effort to ensure the Yard is not delayed. Reasonable effort is defined as between 90 and 105 minutes.

5.0 MISSED CALL

- 5.1 When a spare board employee returns from a Missed Call to the working lists, the employee will establish his turn at the bottom of the spare board. If more than one employee established their turn at the same time, they shall be placed in the order they were removed.
- 5.2 The following will bear the penalty for missing a call:

The First Spare board employee who is rested, if only One spare turn to fill at **the time of call figure.**

The First and Second out Spare board Employees who are rested, if Two Spare Turns to fill at the **exact same time of Call Figure.**

The First, Second and Third out Spare board Employees who are rested, if Three Spare Turns to fill at **the exact same time of Call Figure.** Etc.

5.3 Any **other** employee, who is not available for a call, will have a notation made, RJNA, to signify that an attempt was made to call them. This provision will not result in any run around claims.

6.0 LEAVES OF ABSENCE FOR UNION OFFICERS

6.1 Local Union Officers will be granted leaves of absence for the reasons noted below. The Union Officer must clearly advise the CMC that the leave is for Union Business.

- President.....anytime to handle Union Business
- Secretary.....anytime to handle Union Business
- Treasurer.....anytime to handle Union Business
- Local Chairman..... anytime to handle Union Business
- Vice Local chairman..... anytime to handle Union Business
- Legislative Representative..... anytime to handle Union Business
- Alternate Legislative Rep..... anytime to handle Union Business
- Any Elected Union Officer.....anytime to handle Union Business
- Member Health & Safety Committee.....to attend H&S Meeting
- H&S Member will be off Company Business

7.0 HOLDING TURN WHILE ON UNION OR COMPANY BUSINESS

7.1 In specific circumstances, an employee's turn on a spare board may be put on hold. When so done, the turn will move in its normal rotation to the top of the spare board until it is first out. The turn will remain first out until the employee books okay for duty. The turn will not be treated as a vacancy.

7.2 The employee, with the guidance of his local union officer, and the local officer of the Company will determine the circumstances when a turn will be place on hold to attend to Company Business.

Winnipeg Yard
TCRC Division 76 Yardman
LOCAL RULES

PREAMBLE

It is agreed that the following local rules will take effect on the date this agreement is signed and will remain in effect until revised or terminated on 30 days notice by one party to the other. These local rules replace any and all previous local rules (not including belt pack agreement) applicable to Fore Person, Yard Person, YSE/YSH/Utility people and CRO working out of Winnipeg Yard.

These procedures apply to all employees, working in the Winnipeg Terminal under the terms of the TCRC Collective Agreement.

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 yard assignments, Adjustments to the spare board, Movement to or from permanent or temporary vacancies

All regular yard assignments, temporary vacancies existing or known to be for five consecutive days or more and positions on the yard spare board will be filled on a weekly basis.

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.

General Advertisement of Assignments will coincide with the weekly crew change and all regular yard assignment positions will be bulletined and awarded on the basis of seniority.

Bulletins advertising permanent vacancies or new assignments will be posted by not later than 1400 on Tuesdays. Applications for permanent vacancies or new assignments will be awarded to the senior qualified employee making an application. Subsequent vacancies created by this award will be filled within the same bulletin advertising the permanent vacancy or new assignment. If no applications are received, or a position is not filled by bid, the junior qualified employee on the yard spare board will be assigned to the position. Bulletins advertising permanent vacancies or new assignments will close at 1200 on the Friday preceding the change.

In the event that operational requirements necessitate an extra assignment(s) and the information supporting these requirements was received after the 1400 EST Tuesday bulletin deadline, upon mutual agreement between the Company and Union Representatives, the Company may bulletin such assignment(s), no

later than 1400 EST on Thursday. As such, these vacancies will be filled through the weekly crew placement process and will be re-bulletined the following Tuesday, should the position(s) still exist.

New assignments resulting from five consecutive yard extras being called, as provided by Article 44.08 of the Collective Agreement, will be established as a new assignment and established at the next weekly crew change as outlined in the 7 day board agreement.

Weekly crew changes will be posted between 16:00 and 19:00 on Fridays. Successful applicants and employees displaced will be notified in a timely manner. Laid off employees will be notified in accordance with article 65.

In the application of Article 47.03, it is acknowledged that to service customers needs, assignments are required outside the starting times as stated in 47.03. Agreement between the company and union representative will be reached prior to the establishment of these assignments. Any assignment established beyond the times stated in Article 47.03 will be paid the later shift differential. Assignments started between 0901-1429 will receive the afternoon rate; Started between 1601-2229 will receive the night rate.

In the interest of safety and having employees properly rested in particular for the midnight shift it is agreed that a minimum of six hours notice when practical, be given on the VRU, before yard extra's are called. If the six hour minimum cannot be maintained employees will be penalized through spare board guarantee but will not be documented with a missed call.

GENERAL HOLIDAY

Article 68.12 is modified as follows: shifts commencing between 20:00 and 23:59, both inclusive, prior to the General Holidays specified in clause 68.01 shall be considered as work on that holiday in lieu of the actual day worked on the General Holliday.

WEEKLY BID SYSTEM

The weekly bid system will operate in the following manner:

The deadline for submission of the employee's weekly bid sheet, either new or revised, is 12:00 Friday of each week, to be effective with the following seven-day period, commencing 0001 Monday.

When returning from annual vacation, regularly assigned yard employees may place themselves on any regular yard assignment that they hold by seniority provided they put in a bid prior to the 1200 Friday deadline. If no bid is received by that time, the employee will be placed back on the position they held prior to the start of their annual vacation provided they were not displaced from that position during their absence.

Vacancies on regular yard assignments created by an employee changing assignments on their return from annual vacation will be handled in the manner outlined in item 6 above.

Thirty-day bumps (Article 44.06) are modified as follows:

An employee exercising their right to provide notification of a 30-day bump must do so by not later than 1200 on Fridays.

The bump will be effective with the weekly crew change.

The determination of the 30 days will be effective with the Sunday crew change.
(Example: the Friday deadline is actually the 28th day working that regular position)

Employees returning from unscheduled absences in excess of five consecutive days, and whose temporary vacancy has been filled under the terms of this agreement, will notify the company of their expected date of return prior to the 12:00 Friday deadline. This employee will be placed according to their weekly bid, and in accordance with the terms of this agreement. If unable to place onto a position effective with the regular crew change, the employee's position will run spare until the employee is actually placed onto the working position.

Employees returning from unscheduled absences in excess of five consecutive days, and whose temporary vacancy has been filled under the terms of this agreement, and who were unable to provide notification as outlined above, will be placed according to their bid and in accordance with their seniority. The employee displaced through this process will work as a utility person without changing their rate of pay, starting time or days off until the subsequent crew change.

If one or more General Holidays fall within an employee's annual vacation period, one of the following electives may be taken:

Take an extra day(s) annual vacation at the end of the annual vacation period.

Take an extra day(s) annual vacation prior to the annual vacation period commencing.

Bank a day(s) annual vacation to be taken at a later date, preferably in conjunction with a subsequent annual vacation period to be cleared prior to December of the current year.

If election is not taken the default will be the first bullet point above.

An employee wishing to elect one of these options must do so no later than four days prior to commencement of the employee's scheduled annual vacation.

In all circumstances the extra day of vacation will be filled as a vacancy of less than five days.

No Bids or insufficient choices

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 TCRC yard representative. This is to be done in conjunction with the weekly crew change. The default bid is the S2, night spareboard.

Use of Company Vehicles by Utility Persons

When utility persons are utilizing a company vehicle to assist in work activities, transportation to and from those activities must be made by the shortest route possible.

Use of the company vehicle will be governed by the company vehicle policy

OPERATION of the YARD SPARE BOARD at WINNIPEG, MANITOBA

Effective coincidental with the implementation of the Crew Management Agreement governing Winnipeg Yard Employees Weekly Placement Procedures, the parties agree that employees assigned to the Yard Spare Board in Winnipeg will work under the following conditions:

- 1) Under the terms of this Agreement the Yard Spare Board in Winnipeg is a biddable position on a senior-may, junior-must basis.
- 2) The Yard Spare Board will be split into two time windows;
 - a) A Day Board from 0459 to 1659 daily and
 - b) A Night Board from 1259 to 0059 daily.
- 3) In the application of the times, it is understood that the first time is the earliest time the employee can be called and given a two hour call for work. For instance, an employee on the Day Board can be called at 0459 to begin work at 0659.
- 4) Employees will bid the board of their choice in conjunction with the procedures for the weekly placement of yard employees and will remain on that board for that weekly crew change. They may change their bid from week to week from the Day to the Night Board and vice versa, but cannot bid off the spare board to a regularly assigned position unless a vacancy occurs on a regularly assigned position of 5 days or greater or if the spare board employee qualifies to make a 30-day bump to a regularly assigned position or if a employee elects to transfer out of terminal.
- 5) Employees working regularly assigned positions may only bid the spare board when a vacancy occurs on the spare board or through the use of the 30-day bump procedure as outlined in the collective agreement Article 44.06 and the Crew Management Agreement Governing Winnipeg Yard Employees Weekly Placement Procedures.
- 6) Initial placement on the board will be by seniority and after that it will operate on a first-in, first-out basis. When an employee bids from the Day to the Night Board or vice versa, or when an employee bids on to either Board from a regularly assigned position, they will be placed at the bottom of the respective Board.
- 7) Employees are only expected to be available for duty during the window times of the board to which they are assigned. In calling spare employees to start work between 1459 and 1859, the Day Board will be used first and when depleted, the Night Board will be used. This item will not stop the company from calling employees outside the window times of the board when using the provisions of the Overtime or Road Extra Boards as per the weekly placement procedures.

- 8) The number of employees assigned to each of the two boards will be determined through joint consultation between the parties. The ultimate responsibility for regulating the spare board belongs to management.
- 9) Employees assigned to the Night Board who work a shift in yard service on 5 consecutive days will be permitted, without adversely affecting their MBR or guarantee, to book up to 24 hours rest after the completion of the 5th consecutive shift.
- 10) Rules contained in the collective agreement applicable to reductions in spare board guarantees will continue in effect.
- 11) In addition to Article 73.09 when an employee has reach his/her 10 shifts while assigned to the spare board, will remain on the board but will not be used if other spare employee's are available at straight time rates. In the application to their placement once his/her turn has reached the top of the board it will remain first out until the next period at which time they will be called.
- 12) In addition to clause 2(b) Yardman assigned to the spare board, once 10 shifts have been achieved they will be considered as being on days off for the balance of that period for the purpose of overtime.
- 13) Yardman on the spare board will have the ability to hold their turns for medical appointments (including dentist and eye) with no penalty. Employee must be booked back on by 1259, or will be positioned to the bottom of the board with penalty as outlined in 73.04 *73.04 SBC Reductions*
- 14) All other rules in the collective agreement governing yard employees assigned to a Yard Spare Board remain in effect.
- 15) The parties agree to meet regularly and discuss the administration of this agreement and to proactively address any issues raised by either party.

This agreement is made without precedent or prejudice to either party and may be cancelled if either party submits 30-day advance, written notice to the other party of their intent to cancel the agreement.

Overtime Board

Effective with the implementation of this agreement an S9 overtime board will be established and operated in the following manner:

Initial placement on the board will be by seniority and after that will operate on a first in first out basis. When an employee bids on their weekly crew change bid sheet they will be placed at the bottom of the S9 board.

The overtime board will operate according to the decision tables for working yard overtime.

Any employee working in yard service, including those assigned to the spare board, wanting to work overtime will indicate this on their weekly crew change bid sheet.

An employee who wants to have their name removed from the overtime board can do this by notifying the CMC at any time or by revising their weekly bid sheet on any subsequent weekly crew change.

An employee refusing overtime when contacted will be removed from the overtime board and may only be returned to the board when they indicate their desire to work overtime on a subsequent weekly crew change.

Refusal to accept overtime when called from the overtime board cannot be used to reduce entitlement to MBR or guarantee benefits or discipline.

Road Extra Board

Effective with the implementation of this agreement a S10 Road Extra Board will be established to govern the calling of yard employees for road vacancies of less than 6 days.

When it becomes necessary to use this board, the order of calling will be as follows:

The senior yard employee bidding extra road work

Employees can mark up onto this board any time prior to the Friday 1200 deadline using bid card to be effective with subsequent crew change. Reverse process to get off board or by written notification to CMC at any other time. If an employee refuses a tour of duty from this Road Extra Board, the employee will be removed from the board until able to mark up again with weekly bid system. (Friday 1200)

First out qualified (per article 38.20) and available Yard spare board employee.

Regularly assigned yardman, in reverse seniority order, who is qualified and available.

Note: There will be no penalty to existing guarantees or MBR's if a yard spare board employee or regularly assigned yardmen called in reverse seniority

misses a call for extra roadwork. If the Yard spare board employee refuses a call or books off upon call, the appropriate penalties to guarantees or MBR's will apply.

Yard to Road – Temporary Road Service Vacancies greater than 6 days.

Employees bidding road service at the General Advertisement of Assignments but who are unable to hold road service, or who have been displaced from road service to work in yard service within the Winnipeg Terminal, will exercise their seniority into temporary road service vacancies of greater than 6 days upon notification using the designated weekly bid.

Notification must be submitted by Friday 12:00 deadline.

Employees who elect to pass up the opportunity to exercise to these road service vacancies will be considered to have elected to remain in yard service, and will be governed by the terms of the Collective Agreement governing any other change in the class of service.

Drafting Procedures:

For purposes of filling assignments and when all decision rules been exhausted due to a shortage of personnel, the CMC will contact the Yard Manager, who then fill assignments based on the following protocols

When a yard person has been drafted to augment another assignment and perform other switching service the same day it will be termed combination service and the higher rate of pay will apply for the entire days work.

When drafted to augment an assignment due to a shortage of personnel you will remain on your own tie –up screen and submit a miscellaneous claim for any difference in pay for actual time worked.

Preference of assignment will be done a seniority basis.

OPERATION of the CAR RETARDER OPERATORS at WINNIPEG, MANITOBA

It is agreed that the following local rules will take effect on the date this agreement is signed and will remain in effect until revised or terminated on 30 days notice by one party to the other. These local rules replace any and all previous local rules (not including belt pack agreement) applicable to Fore Person, Yard Person, YSE/YSH/Utility people and CRO working out of Winnipeg Yard.

Article 11.03 a weekly crew change will take place each Sunday at 22:01 to be effective 00:01 Monday.

Establishment or reduction of all regular assignments

Adjustment to Spare Board (s)

Movement to or from Vacancies.

Article 11.04 Annual vacation will begin and end effective with the weekly crew change, Employees will automatically be booked on by CMC, to coincide with the weekly crew change.

Article 11.05 General Advertisement of Assignments will coincide with the weekly crew change and all regular positions will be bulletined and awarded on the basis of seniority.

Article 11.10 Employees will advise the CMC of their desired changes through a weekly bid.

Article 11.11 Administration of this agreement will be done locally and any unresolved issues may be advanced to the General Chairman and Assistant Vice-President.

Article 11.12 is modified as follows.

Prior to implementation of any agreement, where deemed necessary, requisite training of employees will be handled by mutual agreement, The Company will be responsible for the costs of Local Union Representatives conducting training or attending meetings needed to agree with the terms of any agreement and implement such agreements.

Article 62.01 is modified as follows.

Eight consecutive hours will constitute a days work for a Car Retarder Operator, Overtime shall not commence until completion of a days work.

Article 62.02 is modified as follows.

When spare CRO (s) are used they will be called off the S1 or S2 spare Boards respectfully and be governed by the Local Agreement portion governing "Operation of Yard Spare Board at Winnipeg, Manitoba." If required to remain on duty in excess of 8 hours in continuous service, they will receive overtime at time and one half on the minute basis. If required to start a second shift within 24 hours period, they will not be paid under the overtime rule, but will start a new day and will receive for 8 hours or less the straight time rates.

Article 62.03 is modified as follows.

(1) Car Retarder Operators will be taken from the ranks of qualified Fore Person, Yard helper, YSE, YSH, Utility persons working out of Winnipeg Yard.

Note: Employees will be selected for training as CRO will be compensated for 4 hours spent in training at the rate of pay the regular assignment held, i.e. Yard Fore Person/ Yard helper etc..

Article 62.04 When a Yard Person performs Car Retarder Operator's work and other switching services the same day, it will be termed "Combination Service" and the higher rate of pay will apply for the entire days work. Car retarder work is defined as utilizing the panel at the North Hump to switch a track and lining a route or locking a switch is not considered CRO work in application of this article.

Article 62.05 is modified as follows.

Vacancies for the position of Car Retarder Operator will be filled by the senior qualified Car Retarder Operator desiring same, When no bids are received the vacancy will be filled by the junior qualified Car Retarder Operator not working as such.

62.06 Modified as follows.

All other rules in the TCRC Collective Agreement governing Yard employees remain in effect.

This agreement is made without precedent or prejudice to either party and may be cancelled if either party submits 30-day advance, written notice to the other party of their intent to cancel the agreement.

This agreement is entered into without precedent or prejudice to either party and will continue in effect unless cancelled upon thirty (30) days written notice by either party to this agreement.

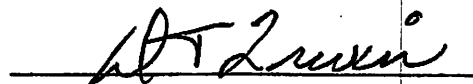
Signed in Winnipeg, MB on April 26, 2007.

For the company:

For the council: TCRC



Steve Baker
Manager Operations – Yard
Manitoba Service Area



Dan Irwin
Local Chairperson
TCRC Train persons - Yard