

Weekly Placement Procedures Agreement

Between

Canadian Pacific Railway

And

TCRC – Conductors/Trainmen/Yardmen Division 657

Governing Weekly Placement Procedures

At Revelstoke & Golden 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
 - Adjustments to the spare board
 - 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 a General Holiday attained through a vacation period, after their scheduled vacation period, in the application of item 4, will have their turn established in the pool or spareboard (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.
- Revelstoke Yard/Road – Junior employee from common spareboard.
 - Golden – Junior employee according to the junior rotating list.
- 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 19:00 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) and any annual vacation changes, by no later than Thursday at 14:00 PST. The results of any adjustments will be reflected in the weekly crew changes. This weekly mileage information will be posted at all reporting locations.

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 at General Advertisement and/or upon implementation of this agreement, this bid sheet will indicate.
- Their preference of road or yard service
 - 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).
- 13) Subject to Collective Agreement and local rule provisions regarding the movement of employees between and within different classes of 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 14:00 PST Thursday 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 14:00 PST Time Thursday deadline in accordance with item 12 above. If no bid is received by that time, the employee(s) may be considered to have retained his last election 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 14:00 PST Thursday 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 mid-week 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 – T (Road):

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

Note (Road Only): Affected employees will not suffer any loss of earnings as a result of the application of this provision.

TCRC – T (Yard):

- 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 spareboard, subject to agreement between the Local Company Officers and Local Union Representatives, at that time.

Note (Yard only): 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 – T (Road & Yard); the pool(s) turn, assignment position or spareboard(s) will run spare for the duration of the absence, or 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) Once a work train or regular assignment has started a "work week", it will not be abolished. Conductors, Trainpersons will be paid accordingly.

20) Article 44.06 will be administered as follows:

- Yardmen exercising their right to provide notification of a 30-day bump must do so by not later than 14:00 PST on Thursday to be effective with the next weekly crew change.
- 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 Thursday deadline is actually the 27th day working that regular position)

NO BIDS OR INSUFFICIENT CHOICES


21) 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.

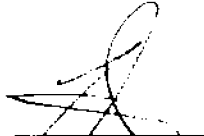
This Memorandum of Understanding is effective on the ___ Day of _____, 2005.
A thirty-day (30) written notice to amend the terms of the agreement may be served
by either party. Should this clause be enacted, the parties will meet within seven (7)
days to attempt to rectify the situation.

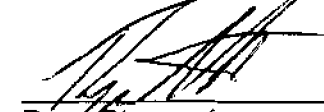
Administration of the Agreement will be done locally and any unresolved issues may
be advanced to the General Chairman and the General Manager.

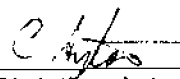
Dated this 26th day of May 26, 2005.

For the Company:



for Jack Huxtable
Manager, Operations
Revelstoke, BC

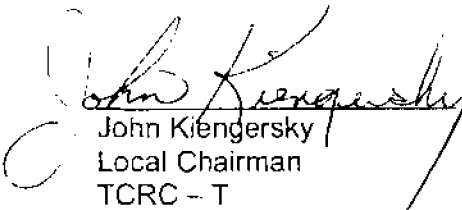

Troy Litowsky
Manager, Yard Operations
Golden BC


Ryan Strauss for
Manager, CMC


Christine Ayton for/
Manager, Labour Relations

For the Union:


Walter J Cyronek
Local Chairman
TCRC - T


John Klengersky
Local Chairman
TCRC - T

**TCRC Division 657 Conductors/Trainman/Yardman Letter of
Understanding For The Weekly Placement Procedures At Revelstoke &
Golden Terminals**

*Local Rule Between The Canadian Pacific Railway Company And TCRC -
Division 657 On Handling The Weekly Placement Procedures at Revelstoke &
Golden.*

1.0 Modify item 15 of the Weekly Placement Procedures Agreement as follows;

In exceptional circumstances, in which an employee returns from annual vacation and a permanent position has been created in their absence, and the employee has not submitted a bid for such position, seniority permitting an employee may exercise their seniority to the desired position, at their first opportunity.

The employee displaced will be added to either the pool(s) or spareboard(s), which will run heavy (padding the pool(s) or spareboard(s)), until the next weekly crew change. In these exceptional circumstances, although a single seniority move will be permitted, the parties agree that no more than one move will be permitted and a full scale/cascading crew change will not be entertained. Employees adversely affected will not incur a loss of wages.

2.0 Modify item 19 of the Weekly Placement Procedures Agreement as follows;

In circumstances in which a concern or dispute arises with regard to the established timelines associated with item 19, the Company and Union Officers will meet to address the situation on a "one off" basis, with the intention of achieving such crew movement in the best interest of all parties, while respecting the terms and conditions of the 2005 Memorandum of Settlement and the associated Weekly Placement Procedures Agreement.

3.0 Addendum to item #4 of the Weekly Placement Agreement.

If an employee so requests and providing there are sufficient spare employees available to provide relief, an employee may be granted leave of absence in order to allow the employee to leave their position in advance of crew change on Monday at 0001, or remain away from the property at the conclusion of their annual vacation period until crew change. The actual vacation period will commence with crew change on Monday at 0001.

This request must be approved by Local Management, based on manpower availability.

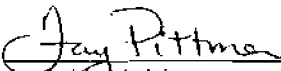
This agreement supplements the Weekly Placement Procedures Agreement and the dispute resolution provisions contained in that agreement remain in effect.

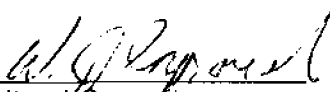
This Memorandum of Understanding is entered into without prejudice or precedent to any future implementations or agreements relative to the Weekly Placement Process.

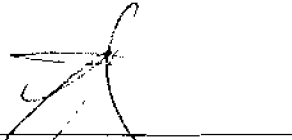
This Memorandum of Understanding is signed the 26th day of May, 2005.

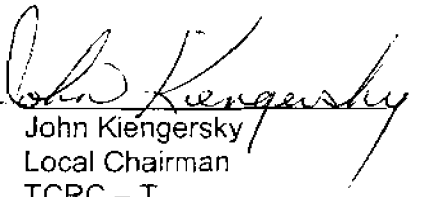
For the Company:

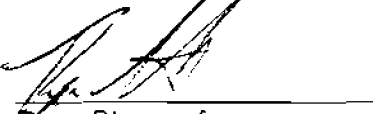
For the Union:

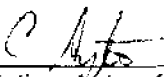

for Jack Huktable
Manager, Operations
Revelstoke, BC


Walter J. Cyronek
Local Chairman
TCRC - T


Troy Litowsky
Manager, Yard Operations
Golden BC


John Kiengersky
Local Chairman
TCRC - T


Ryan Strauss for
Manager, CMC


Christine Ayton for/
Manager, Labour Relations