

## **Local Agreement - MB Zone (Page 1)**

### **Combined Short Sub Pool**

#### **Brandon/Rivers**

September 13, 2000

#### **Calling procedure effective September 15, 2000:**

1. All unassigned trains to and from Brandon operating on the Carberry/Rivers Subdivisions will be called from the Rivers short-sub pool.
2. Trains operating from Winnipeg to Brandon may be called Winnipeg to Rivers via Brandon, depending on manpower requirements at Rivers for eastbound trains. Trains operating from Brandon to Winnipeg may be called Rivers to Winnipeg via Brandon, depending on manpower availability at Rivers for eastbound trains. The destination of the train (Brandon or Rivers) will be established at the time of call.
3. When called Winnipeg to Rivers via Brandon or Rivers to Winnipeg via Brandon, a flat rate of thirty-four (34) miles at freight rates will be paid for deadhead between Brandon and Rivers.
4. Crews called Winnipeg to Rivers via Brandon will fall into the pool at Rivers, once off duty, for eastbound trains from Rivers or Brandon.
5. MOP rates are established for 769/768 and 781/780 between Brandon and Winnipeg. When crews are called for these trains Winnipeg to Rivers via Brandon or Rivers to Winnipeg via Brandon, exception tickets will be submitted in lieu of using MOP rates. New MOP rates for trains to and from Rivers via Brandon may be established in the future.
6. The time claim details for trains called under this agreement are included in Appendix 1 attached hereto.

This agreement is subject to cancellation with 14 days notice by any of the undersigned.

#### **Above calling procedure agreed to by the following:**

<b>Name</b>	<b>Title</b>
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Joan Hardy	Superintendent - MB Zone
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Bruce Willows	Local Chair, BLE, Winnipeg
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Mickey Ager    Local Chair, UTU 1874, Winnipeg

Turc Conrad    Local Chair, UTU 1874, Winnipeg

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## **"No Scoop" Agreement, Rivers Sub (Page 2)**

### **Winnipeg Crews**

September 13, 2000

Effective 15 September 2000, CCROU pool crews called in SINGLE SUB service on the Rivers subdivision will be governed by a 'No Scoop' agreement.

This agreement is in effect for crews which arrive at Rivers.

Employees will retain their original turns in the sets of runs at Rivers based on their relative standing at the home terminal at the time called. In application of the foregoing sentence such employees must be off duty and available for a two hour call.

This agreement applies to employees operating to Rivers in straightaway or turnaround service (Rivers to Rivers).

This agreement is subject to cancellation with 14 days notice by either party.

<b>Name</b>	<b>Title</b>
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Joan Hardy	Superintendent - MB Zone
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Bruce Willows	Local Chair, BLE, Winnipeg
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Mickey Ager	Local Chair, UTU 1874, Winnipeg
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Turc Conrad	Local Chair, UTU 1874, Winnipeg
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## **Appendix 1 (Page 3)**

### **Local Agreement - MB Zone, Combined Short Sub Pool Brandon/Rivers**

Time claim instructions for trains called Winnipeg to Rivers via Brandon and Rivers to Winnipeg via Brandon:

**Symington to Rivers via Brandon / Rivers to Symington via Brandon**

At the change of time table crews may be ordered Symington to Rivers via Brandon and Rivers to Symington via Brandon. Crews will go off duty (westward) and on duty (eastward) at Rivers. As crews are being transported by highway between Brandon and Rivers the following is how the crew will submit their time claims.

**Westward:**

- Crew claims actual ITD at Symington until departure.
- Crew claims road miles from Symington to Brandon, 136 miles.
- Crew claims time at Brandon from arrival until departure in taxi using miscellaneous claim code "TM".
  - Refer to Agreement 1.2 Articles 13.1 and 60.2 for payment and definition of "terminals". Also refer to Agreement 4.3 Articles 24.5 and 36.1 for payment and definition of "terminals."
- Crew claims constructive miles using claim code "CM" from Brandon to Rivers, 34 miles.
- Crew commences FTD upon arrival Rivers until off duty.

**Eastward:**

- Crew claims actual ITD at Rivers until departure.
- Crew claims constructive miles using claim code "CM" from Rivers to Brandon, 34 miles.
- Crew claims time at Brandon from arrival until departure in train using miscellaneous claim code "TM".
  - Refer to Agreement 1.2 Articles 13.1 and 60.2 for payment and definition of "terminals". Also refer to Agreement 4.3 Articles 24.5 and 36.1 for payment and definition of "terminals."
- Crew claims road miles from Brandon to Symington, 136 miles.
- Crew commences FTD upon arrival at Wpg Terminal, mi 7.7 Rivers, until off duty.

It should be noted that the provision for a claim of FTD upon arrival at Rivers is applicable to trains called under this Local Agreement, and should not be considered as a precedent for trains outside of this agreement.

## **Herder Agreement at Symington (Page 1)**

The following constitutes a local agreement to clarify for parties, without prejudice or precedent, the expectations and compensation for conductor only herder assignments at Symington. The expectation of work or duties to be performed which are not specifically referred to in this agreement will be considered as not part of this agreement. This agreement is effective January 24th 2014 and shall remain in effect subject to 30 days notice in writing from either party of desire to cancel it.

### **Duties of Conductor only Herder**

(\*Except as otherwise specifically provided hereunder conductor only herder assignments employed in Winnipeg are subject to all applicable provisions of both Agreement 4.3 and Agreement 1.2)

#### **i. Ready Train Concept Duties**

1. Herd power to trains and shop.
2. Double over trains that have been previously set.
3. Perform SBU test.
4. Rescue trains in accordance with the 1.2/4.3 Agreement, including designated cut on arrival.
5. Make splits on thru trains to enable wheel change outs.
6. Switching is restricted to setting out B/O's on trains that have been previously set.
7. Assemble or disassemble Distributed Power trains

(\*This will confirm that the Company has no intention of utilizing supervisors to supplement scheduled employees including the Conductor only herder in the normal performance of his/her duties.)

#### **ii. Transfers**

1. Deliver transfers within the terminal and within the yard.  
(\*Transfers will be defined as handling of railway equipment including motive power in consist, from an originating yard or interchange to a destination yard or interchange. This may include the movement of set trains within the yard. These movements will have qualifying air throughout and an SBU)
2. Perform designated cuts to a clear track when yarding transfers.

3. Deliver power to and from the back shop at Transcona.

### **iii. Compensation**

1. One way transfer - \$13.00
2. Two way transfer - \$23.00 additional
3. "HC" - Switch out B/O's, perform designated cut, cut for wheel change out, or Double over - 12.5 miles additional.

(\*These allowances will be paid once per shift or tour of duty. The incidental use of another scheduled employee, utility Forman or helper; to assist a conductor only herder will not preclude premium payment under this agreement.)

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## **Understanding & Signatures (Page 2)**

### **iv. Understanding**

1. There is no intention in this agreement for Conductor only herder assignments to perform switching, spotting, tying up tracks or one car moves, however when an additional man is called for this assignment, they may perform the duties of a regular yard assignment and T1/T2/12 1/2 mile compensation will not be afforded.
2. Conductor Only herder assignments will not be used to supplement roadwork.
3. Maximum compensation for the Conductor only herder will be a T2 payment and one payment of 12 1/2 miles additional.

Signed at Winnipeg, Manitoba this 24th day of January 2014.

#### **For CANADIAN NATIONAL RAILWAY COMPANY:**

(Sgd)/Jim Newton General Manager - CN

(Sgd) Sean Howe CTCRC-Yard (Division 583  
Winnipeg)

Mr. Michael Cory Senior Vice-President,  
CN-Western Region

#### **For THE TEAMSTERS CANADA RAIL CONFERENCE:**

(Sgd) Clay Finch-Field LC TCRC-LE (Division  
583 Winnipeg)

(Sgd) Dave Bolianaz LC TCRC - Road (Division  
583 Winnipeg)

DOUG VAN CAUWENBERGH DIRECTOR  
LABOUR RELATIONS

## **TCRC-CTY Local Agreement (Page 1)**

### **No Scoop Agreement**

#### **LOCAL AGREEMENT BETWEEN CN RAIL AND THE TEAMSTERS CANADA RAIL CONFERENCE (WINNIPEG TCRC-CTY DIVISION 583)**

##### **Preamble**

The following constitutes a local agreement to clarify for both parties, without prejudice or precedent, and defines a "No Scoop" Agreement for Winnipeg based Conductors working on the Redditt Subdivision between Winnipeg and Sioux Lookout. Any requirements and expectations of the "No Scoop" agreement, which are not specifically referred to in this agreement will be considered as not part of this agreement. Except as otherwise specifically provided hereunder, the "No Scoop" provisions are subject to all applicable provisions of Agreement 4.3.

##### **1.0 Purpose of the Agreement**

1.1 This agreement will establish and stipulate the operation of a "No Scoop Agreement" for Conductors working in straight away service between Winnipeg and Sioux Lookout.

##### **2.0 Coverage**

2.1 Winnipeg Conductors called in straightaway service, Winnipeg to Sioux Lookout on the Redditt Subdivision.

##### **3.0 Specific Language**

3.1 **Home Terminal (Winnipeg)** - Conductors called in straightaway service in the "WS" pool, will be properly called in turn order based upon their standing and availability in the pool. Time in principle; first in, first out.

3.2 Spare board Conductors used to fill a vacancy in the "WS" pool will carry and protect the "turn" as defined by this agreement.

3.3 **Away from Home Terminal (Sioux Lookout)** - Upon arrival at the AFHT, Conductors will be sequenced on the board in the same order that they were originally called out of the home terminal.

3.4 Once sequenced, Conductors will be called in straightaway service in the "RS" pool based upon their standing and availability.

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## **Cancellation Notice (Page 2)**

### **4.0 Cancellation Notice**

4.1 This agreement is effective on January 21st 2013, and shall remain in effect subject to 30 days' notice in writing from either party of desire to cancel it.

Signed at Winnipeg, Manitoba this 9th day of January 2013.

**For: CANADIAN NATIONAL RAILWAY For: THE TEAMSTERS CANADA RAIL  
COMPANY: CONFERENCE DIVISION 583:**

(Sgd)

(Sgd) Dave Bolianaz Local Chairman TCRC-CTY  
Division 583

## **CANADIAN NATIONAL RAILWAY COMPANY (Page 1)**

**C.N. WEST**

**AND**

**TEAMSTERS CANADA RAIL CONFERENCE - CTY**

### **AGREEMENT 4.2**

Memorandum of Agreement between the Canadian National Railway Company and the Teamsters Canada Rail Conference with respect to the establishment of a Traffic Coordinators spare board for the Greater Winnipeg Terminal.

It is agreed, that effective on the date of signing of this Memorandum of Agreement, the following terms and conditions will apply with respect to the operation of a Traffic Coordinators spare board for the Greater Winnipeg Terminal.

1. The Traffic Coordinator's spare board will be regulated by the Company with input from the Traffic Coordinators Local Chairperson or designated alternate. A mutual agreed upon time/date will be set between the Local Chairperson or designated alternate and the Company to facilitate the conditions and particulars prior to the time of regulation.

The Traffic Coordinator's spare board will be adjusted according to the following formula, unless otherwise mutually agreed:

For each five spare Traffic Coordinator's shifts in the previous board adjustment week, one Traffic Coordinator will be set up on the Traffic Coordinator's spare board; that is for example:

- i. 30 spare shifts, divided by five = 6 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board
  - ii. 34 spare shifts, divided by five = 6 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.
  - iii. 35 spare shifts, divided by five = 7 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.
2. Vacancies for the Traffic Coordinator's spare board will be advertised at each Change of Card, other than the initial bulletin. Thereafter, the spare board will be adjusted at each board adjustment date from the resulted list in accordance with items 5 and 6 of this agreement. Employees who are off on annual vacation, authorized leave of absence, or illness/injury during the entire period the bulletin is advertised will apply prior to resuming duty.



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## Agreement Details (Page 2)

3. When no applications are received for a temporary or permanent vacancy(s) for a regularly assigned Traffic Coordinator position, the junior qualified unassigned Traffic Coordinator not working on the Traffic Coordinator's spare board will be assigned to the vacancy.
4. Any qualified Traffic Coordinator (including unassigned) will be permitted to apply for the spare board position(s) advertised at each Change of Card. In the event that insufficient applications are received, the junior qualified unassigned Traffic Coordinator(s) will be assigned.
5. When the number of positions on the Traffic Coordinator's spare board is increased, the names of qualified employees will be placed onto the spare board on a "time on principle".
6. When the number of positions on the Traffic Coordinator's spare board is decreased, the names of employees on the spare board will be removed in reverse seniority order.
7. For the purpose of this agreement, the spare board will be adjusted in conjunction with other Board changes in effect currently for the Greater Winnipeg Terminal.
8. The spare board work week will commence at 0001 Monday.
9. Five shifts in a seven day period will constitute a work week.
10. Traffic Coordinator's assigned to the spare board will be called on a first in/first out basis for all Traffic Coordinator's vacancies.
11. Traffic Coordinator's assigned to the spare board upon completion of a tour of duty, may book rest in whole hours, not less than three (3) nor more than fourteen (12) hours, exclusive of call time.
12. In accordance with Article 6.12, qualified Traffic Coordinators must protect any and all relief work and extra service as Traffic Coordinator or Assistant Traffic Coordinator in the yard in which employed. The calling procedures will be as follows:
  - **Step 1)** The employee first up, at straight time, on the Traffic Coordinator's Spare board where established, if none;

- **Step 2)** The senior qualified unassigned Traffic Coordinator in yard service, available at straight time. (Note: This may include laid off 4.3 employees.) if none;
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### **Guarantee & Review (Page 3)**

- **Step 3)** The senior regularly assigned Traffic Coordinator available at punitive rates, (Note: employees must mark up daily) if none;
  - **Step 4)** The senior qualified unassigned Traffic Coordinator in yard service, at punitive rates, (Note: employees must mark up daily) if none;
  - **Step 5)** The junior qualified unassigned Traffic Coordinator occupying a position on the road service spare board, (Note: employee will hold their turn on the spare board) if none;
  - **Step 6)** The junior qualified unassigned Traffic Coordinator working in road service, when it can be determined that the Traffic Coordinator position filled will not interfere with the employees normal assignment. (Note: make whole for lost road trip) if none;
  - **Step 7)** The provisions outlined in Article 4.12 of Agreement 4.2 will apply.
13. Traffic Coordinators assigned to the spare board who are available for duty for 14 consecutive days (one pay period) will be guaranteed 80 hours of pay for each such pay period.
14. The guarantee rate of pay will be based on the Tier 2 rate of pay.
15. Traffic Coordinators assigned to the spare board for a portion of the pay period, will receive a pro rated portion of the guarantee, according to the number of complete days the employee was on the spare board and available.
16. Traffic Coordinators assigned to the spare board who miss a call or are unavailable for a calendar day or portion thereof, will have their guarantee reduced by 8 hours and will be placed at the bottom of the spare board.
17. In the calculation of the guarantee payments provided herein, all compensation paid shall be used to make up the guarantee. An employee shall not be entitled to any form of guarantee payment if the total money earned (excluding holiday pay) by the employee is equal to or greater than the monetary equivalent of the respective guarantee.

18. It is agreed that both parties will cooperate to facilitate the application and implementation of this Traffic Coordinator's spare board at Winnipeg.
19. It is agreed that this Memorandum will be reviewed by the Traffic Coordinator's Local Chairperson and the Superintendent Greater Winnipeg Terminal within 30 days of initial implementation and periodically thereafter. If changes to the operation of this agreement are deemed required, they will be reviewed and implemented by the parties signatory to this Memorandum of Agreement.

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**Cancellation Notice (Page 4)**

21. This Memorandum of Agreement may be cancelled at any time upon thirty (30) days written notice by either party, however prior to cancelling the parties must meet to attempt to resolve the issue(s).

Signed October 15, 2010

**For the Company:**

Jim Newton General Superintendent CN Rail

For the Company:

Mike Cory Senior Vice President CN Rail

For Kim Madigan Vice President Human  
Resources CN Rail

**For the Union:**

Dave Bolianaz Local Chairperson  
TCRC-CTY

For the Union:

Bryan Boechler General Chairperson  
TCRC-CTY