## **Internal Correspondence (Page 1 & 2)**

Department, place and date: Transportation, Kamloops, B.C., 3 April 1990

Our File: 8303 8301 Your File: 8300-1

**Subject:** Local Agreements

B. G. Cromp

**Transportation Officer** 

Kamloops, B. C.

Reference your file 8300-1 subject matter Local Understandings.

Please find attached General Notices, Bulletins and letter with reference to Local Understandings and Agreements which are either currently in effect or were in effect at one time at Kamloops, B.C.

Presently, I have not been able to find any other documents associated with Local Understandings or Agreements, however if I should come across any in the interim, they will be forwarded to your office immediately.

K. C. Myer

Trainmaster, E. S. O.

Kamloops, B.C.

/ra

atts.

Specific Crew Calling Procedures (Page 3 & 4)

SPECIFIC CREW CALLING PROCEDURES WITH RESPECT TO THE CENTRALIZATION OF THE CREW CALLING OFFICE AT KAMLOOPS, INTO THE REGIONAL CREW MANAGEMENT CENTRE AT EDMONTON, ALBERTA.

#### 1. ADJUSTMENT OF THE WORKING BOARDS

## U.T.U.

The UTU working board at Kamloops is adjusted at 12:00 hours each Tuesday. Miles earned between 00:01 hours Monday to 23:59 hours Sunday are used when adjusting the UTU working board. An average 1,078 or lower per crew, per week causes the pool(s) to be reduced. An average of 1,190 or higher per crew, per week causes the pool(s) to be

increased. An average of 160 miles per tour of duty is used for calculation purposes for adjusting boards when tickets have not yet been received.

The South pool is always set at two crews and is not changed. The Joint Spareboard is adjusted every Tuesday, using judgement as to the expected traffic volume.

#### B. of L.E.

The B. of L.E. working board at Kamloops is adjusted at 14:01, for 16:01 hours each Friday with the exception of the spring and fall changes of time table when the board is adjusted at 1500 hours Sunday.

Miles earned between 00:01 Thursday and 23:59 Wednesday, as well as the provisions of Article 64, Agreement 1.2 govern the amount of Pool and Spareboard Engineers to be set up on working board.

#### 2. BOOKING OF INDIVIDUAL MILES

## U.T.U.

It has not been the practice at Kamloops for Local Representatives to charge miles claimed for attending meetings against their personal mileage records. It is not the practice for employees covered by Collective Agreement 4.3 to book their total accumulated mileages at the completion of each tour of duty.

#### B. of L.E.

It has not been the practice at Kamloops for Local Representatives to charge miles claimed for attending meetings against their personal mileage records.

## **Additional Provisions (Page 5)**

- 19. Upon request, Local Chairmen will be provided with a transcript or cassette tape of telephone conversations with the Regional Crew Management Centre. Tapes will be retained for 90 days.
- 20. Local Secretary Treasurers and General Chairmen from the B. of L.E. and U.T.U. will be supplied with a list of additions and deletions to master lists, for union dues purposes, on the first day of each calendar month.
- 21. Vacation lists will be made available for posting at each home terminal.

22. Cut slips are produced by the Regional Crew Management Centre. Timekeepers will make necessary mileage adjustments for each employee involved and then forward the cut slips to the employees at their home terminals.

## Spare Trainmen/Yardmen & Shortages (Page 6)

Locomotive Engineers covered by Collective Agreement 1.2 have been in the practice of booking their miles on the completion of each tour of duty.

## 3. SPARE TRAINMEN/YARDMEN HOLDING THEIR TURN WHEN OFF FOR MILES

When spareboard trainmen/yardmen reach their maximum mileage in their work month, their turn on the Joint Spareboard continues to rotate while they are off for miles, until such time as their turn becomes first out. Their turn remains first out until such time as they return from being off for miles.

## 4. APPLICATION OF PARAGRAPH 39.13, ARTICLE 39, AGREEMENT 4.3

The Local Chairman of the U.T.U. has made the required application outlined in paragraph 39.13, Article 39, so that the East, West and South Pools are understood to mean specific subdivisions.

#### 5. SHORTAGES OF MEN

#### U.T.U.

When shortages exist, Trainmen or Yardmen are called as follows:

- 1. Laid off protected employees who have filed a message saying they are available are called for positions that would otherwise operate reduced. Particular attention must be paid to the rights of protected A and B Trainmen.
- 2. Trainmen off for miles in seniority order.
- 3. Any other available employees.

#### B. of L.E.

When shortages exist, Locomotive Engineers are called as follows:

- 1. Locomotive Engineers who book up for spare work at a change of time table. This does not allow yard engineers to book OK for extra road work.
- 2. Senior Locomotive Engineer off for miles.

## **Locomotive Engineer Calling Procedures (Page 7)**

- 3. Locomotive Engineers waiting turn.
- 4. Engine service brakemen in accordance with Article 137, Agreement 4.3.

When shortages exist in passenger service, Locomotive Engineers are called as follows:

- Assigned Yard Locomotive Engineers to be called ahead of a Spareboard Locomotive Engineer for the second man in the cab, subject to the following:
   a) men desiring such work will so indicate in writing on the register each time when
  - a) men desiring such work will so indicate in writing on the register each time wher completing their yard assignment and going onto days off.
  - b) the senior man so available will be called for one tour, then the next senior man etc., to let each man available have an opportunity at making one trip.
  - c) each Yard Locomotive Engineer so available will be called when such call will not interfere with his filling his regular assignment.

#### 2. Clearwater Subdivision

First Engineer:

- a) Spareboard
- b) Clearwater Pool Engineer first out
- c) Senior available Locomotive Engineer desiring this extra work

Second Man in Cab:

- a) Yard Locomotive Engineer available
- b) Spareboard
- c) Clearwater Pool Engineer first out
- d) Senior available Locomotive Engineer desiring this extra work

**Note:** Locomotive Engineers called for vacancies on the Clearwater Passenger assignment will stay on the assignment until it has returned.

## 3. Ashcroft Subdivision

First Engineer:

- a) Spareboard
- b) Ashcroft Pool Engineer first out
- c) Senior available Locomotive Engineer desiring this extra work

**Crew Lineups & Administration (Page 8)** 

- 11. Until such time as electronic monitors are installed, crew lineups will be transmitted in faxmittal or comtel form from the Regional Crew Management Centre, three (3) times daily at eight (8) hour intervals and will include the following information:
  - all assigned positions
  - temporary vacancies
  - permanent vacancies
  - spareboards
  - men off sick, miles, vacation, etc.
  - o names of crews out
  - name and status of employees on working boards.
- 12. Clearances will be issued, as required, from the Regional Crew Management Centre. When a trainman presents his/her clearance at a terminal, and is unable to hold in accordance with the terms of the transfer being made, a new clearance will be issued by the Regional Crew Management Centre. Clearances may be comtelled when necessary.
- 13. Applications for annual vacations will continue to be submitted at the home terminal, and will be verified, date stamped and forwarded to the Crew Management Centre.
- 14. Board adjustments will be made at agreed to times and dates, by the Crew Supervisor, in concert with the appropriate Local Company officer and Local Chairman. The crew lineups issued subsequent to board adjustments will reflect all changes made. A copy of same will be forwarded to the Local Chairman.
- 15. Comtel or faxmittal copies of mileage records will be provided to Local Chairmen, their delegate, or individuals may have a copy of their own mileage record upon request.
- 16. Job Bulletins will be issued by the Regional Crew Management Centre, advertising vacant positions and a copy will be supplied to the appropriate Local Chairman.
- 17. Comtels issued in accordance with any of the above items will be retained on file, by the Company, for a period of 90 calendar days.

18. A supply of forms pertaining to National Life, Workers' Compensation, Dental Plan, etc. will be available at the home terminal. Employees requiring Separation Certificates will notify the Crew Supervisor, at the Regional Crew Management Centre, who will forward the document as expeditiously as possible.

## **Employee Calling Procedures (Page 9)**

- 6. Running Trades Employees will be allowed a first (Primary) number and an alternate (Secondary) number. If no response is received on the first number, the alternate number will be called. When either number is called, a maximum of 10 rings will be allowed.
- 7. Running Trades Employees will also be allowed a substitute (temporary) number. When a substitute number is given to the Regional Crew Management Centre it will be the only number called. If there is no answer or a busy signal is received at a Primary, Secondary or alternate telephone (except for pagers) number, up to two more attempts to call the employee will be made at 10 minute intervals to a maximum of 20 minutes. Once a call is completed on a substitute number, the employee must advise the Regional Crew Management Centre if it is to be used again.
- 8. Pagers will be acceptable as an alternate (Secondary) number or a substitute number. In the event an employee informs the Regional Crew Management Centre that he/she is available on a pager as a substitute number, it will be the only number called. When a pager number is called, a maximum of 10 minutes response time will be accepted. If no response is received on the first attempt, the pager will be called a second time at the expiration of the first 10 minutes and a further 10 minute response time will be accepted.
- 9. Running Trades Employees will be given a physical call, as is outlined in Article 65 of Agreement 1.2 and 106 of Agreement 4.3, as the case may be, in cases of telephone system failure. The method of giving physical calls is to be determined by the appropriate Company Officer. Employees living beyond the two mile radius specified in Articles 65 and 106 will be required to make alternate arrangements for receiving their calls in cases of telephone system failure. Employees living beyond the two mile limit who are given physical calls will be responsible for any additional expenses resulting therefrom.
- 10. Running Trades Employees are allowed to request less than a two hour call and have people other than themselves accept calls on their behalf. However, any abuses of

this privilege, such as the employee not being advised about calls received on their behalf, could result in such privileges being revoked. The Company is not to be put to any additional expense for runaround or other claims as a result of the application of this sub-paragraph.

## **General Crew Calling Procedures (Page 10)**

General Crew Calling Procedures with respect to the Centralization of Crew Calling Offices on the Mountain Region into the Regional Crew Management Centre at Edmonton, Alberta.

The following will pertain to Running Trades Employees at all locations on the Mountain Region.

- Running Trades Employees will be called for duty in accordance with Article 65 of Agreement 1.2 and Article 106 of Agreement 4.3. In the application of Article 65 of Agreement 1.2 and Article 106 of Agreement 4.3 the reference to the "crew dispatcher's office" shall be understood to mean the location from which crews were called prior to centralization into Edmonton.
- 2. Crews will be called from the Regional Crew Management Centre at Edmonton using FX telephone lines.
- 3. Running Trades Employees will be able to contact the Regional Crew Management Centre by using FX telephone lines. Employees who are presently required to pay long distance telephone charges to telephone their crew office will not have such charges increased as a result of the establishment of the Regional Crew Management Centre.

This will not be applicable when such charges are increased as a result of a general increase in long distance tolls instituted by the applicable Telephone Company.

4. Wherever Collective Agreements 1.2, 2.3 and 4.3 call for employees to apply for positions in writing, the Company will provide a standard run application form which is to be completed by the applicant. Information contained on such form will be transmitted to the Regional Crew Management Centre by comtel. A date and time punch clock is to be provided for verification of submission purposes. All applications must be stamped received at the respective home terminal on or before closing date and time of the bulletin or notice. An employee may, if he so desires, phone his application into the Regional Crew Management Centre. Such employee must, however, follow up his phoned in application with a written application submitted at the first opportunity.

 When employees are displaced or their assignments are cancelled or abolished, they will be notified by the Regional Crew Management Centre in accordance with their respective Collective Agreements.

## **Canadian National - Calling Procedures (Page 11)**

Canadian National
Crew Management Centre
East Annex, CN Building
Edmonton, Alberta

May 15, 1989

Mr. D.J. Fisher Assistant Superintendent Kamloops, B.C.

As per your request, I am enclosing a photo copy of the calling procedures for Kamloops. There is also a job aid that the Crew Dispatchers use which we refer to as the Desk Manual. This information is being revised and when complete you will be provided with a copy.

L.T. O'Donnell Asst Mgr Operations CMC

CC: R.K. Worsfold

/lp Encl.

**General Notice KAM-104: No Scoop Understanding (Page 12)** 

CANADIAN NATIONAL RAILWAYS
Office of the Superintendent

MOUNTAIN REGION
YELLOWHEAD DIVISION

Kamloops, B.C. 22 October 1987

File: 8301-1, 8303-1

LOCOMOTIVE ENGINEER'S BULLETIN BOOK: Kamloops
CONDUCTOR'S & TRAINMEN'S BULLETIN BOOK: Kamloops

#### **GENERAL NOTICE KAM-104:**

Subject: No Scoop Understanding.

The following is a clarification on the "No Scoop Understanding" as contained in the Kamloops Crew Calling Procedures.

In scoop situations it is incumbent upon crew members, after arrival at the destination terminal, to immediately advise the Crew Management Centre or Operator (as the case may be) of being scooped. Such advise to include whether or not the crew scooped regains their turn on the board. Failure to provide this advice will result in turns being placed on the board on a strict time-in basis with no changes being made thereafter.

B.G. Cromp Trainmaster

cc: WJD DJF LEM BGC DAS CBH JTM'

E. Storms - Crew Management Centre - Edmonton

/jz

Bulletin No. 798 (Page 13)

# CANADIAN NATIONAL RAILWAYS Office of the Superintendent

Kamloops, B.C. 09 October 198

## LOCOMOTIVE ENGINEER'S BULLETIN BOOKS:

Kamloops, Blue River Boston Bar

## **BULLETIN NO. 798**

At the request of Division 355 of the Brotherhood of Locomotive Engineers, those Locomotive Engineers who are scooped after being ordered in pool freight service will be permitted to regain their turn at the turnaround terminal, providing they are off in sufficient time to take a one hour call for their return trip.

## K. P. McGinley

## **Assistant Superintendent**

cc:

R. A. Charman

L. E. Merryfield

C. B. Humphreys

B. J. Downey

G. H. Corden

J. Burkatsky

T. E. Trainor

D. L. Dole

Trainmaster

Trainmaster

Master Mechanic

Trainmaster

Master Mechanic

**Crew Director** 

**Chief Dispatcher** 

Local Chairman, BLE (Division 855)

Kamloops

Kamloops

Kamloops

Jasper

Jasper

Kamloops

Kamloops

Kamloops

Operator - Blue River

Operator - Boston Bar

KPM:10p

# No Scoop Arrangement - U.T.U. (Page 14)

Kamloops, B.C.

**SUBJECT: NO SCOOP ARRANGEMENT U.T.U.** 

**Date:** 10 April 1984

The following to apply with respect to a "No Scoop" arrangement on the territory manned by Conductors and Trainmen from Kamloops.

"NO SCOOP" UNDERSTANDING

Pool crews on all Subdivisions manned from Kamloops, and travelling to the same objective terminal by means of rail or highway transportation who are "Scooped", will retain their original relative position with regards to other crews, at either the home, or away from home terminal.

This arrangement will not apply to crews booking rest at the away-from-home terminal, or to those called in Snow Plow, Work-train or short turn around service where in these instances home terminals coinciding with their arrival times.

In scoop situations, the onus will be on crew members to notify the proper authority of any scoop or change in turn status that may have occurred.

The Railway will change crews off within terminals to avoid scooping crews only if there are no delays to trains involved.

In addition, this arrangement includes the understanding that the Railways will not be subject to the payment of any time claims that arise either directly or indirectly as a result of the application of this understanding.

It is also understood that this arrangement cancels any other previous "NO SCOOP" understanding which may be in effect and that this local arrangment may be cancelled at any time by either party upon three days written notice to the other party.

Concurrence is hereby given by the signatures below.

For the Company: For the Union:

K. P. McGinley R. Heye

Assistant Superintendent Local Chairman, U.T.U.

**Internal Correspondence (Page 15)** 

KAMLOOPS, B.C.

Department, place and date: Transportation, Kamloops, B.C., 26 April 1990

Our file: 8300-1

**Subject:** Local Agreements

D. E. Lussier

**District Superintendent** 

Kamloops, B.C.

Reference your request for list of local agreements at Kamloops.

Other than the local No-Scoop Agreement and Taxi Deadhead Agreement for UTU, all are listed in calling procedures manual for CMC.

D.J. Fisher Assistant Superintendent

Kamloops, B.C.

/ra

General Notice No. KAM 296: No Scoop Arrangement - U.T.U. (Page 16)

# CANADIAN NATIONAL RAILWAY

Office of the Assistant Superintendent

#### **B.C. SOUTH DISTRICT**

Kamloops, B.C. 21 August 1989

File: 8303-1

## **CONDUCTOR'S & TRAINMEN'S GENERAL NOTICE BOOKS:**

Kamloops, Boston Bar,

Blue River

#### **GENERAL NOTICE NO. KAM 296:**

**SUBJECT: NO SCOOP ARRANGEMENT - U.T.U.** 

The following to apply with respect to a "No Scoop" arrangement on the territory manned by Conductors and Trainmen from Kamloops.

Pool crews on all Subdivisions manned from Kamloops, and travelling to the same objective terminal by means of rail or highway transportation who are "Scooped", will retain their original relative position with regards to other crews, at either the home, or away from

home terminal. Conductors and trainmen who are scooped after being ordered in pool freight service will be permitted to regain their turn at the turnaround terminal, providing they are off duty in sufficient time to take a ONE HOUR CALL for their return trip.

This arrangement will not apply to crews booking rest at the away from home terminal, or to those called in Snow Plow, Work Train or short turn around service. In these instances, crews will be placed on the working board at the home or away from home terminal coinciding with their arrival times.

In scoop situations, the onus will be on crew members to notify the proper authority of any scoop or change in turn status that may have occurred.

The Railway will change crews off within terminals to avoid scooping crews only if there are no delays to trains involved.

In addition, this arrangement includes the understanding that the Railways will not be subject to the payment of any time claims that arise either directly or indirectly as a result of the application of this understanding.

It is also understood that this arrangement cancels any other previous "No Scoop" understanding which may be in effect and that this local arrangement may be cancelled at any time by either party upon three days written notice to the other party.

Concurrence is hereby given by the signatures below.

For the Company: For the Union:

D.J. Fisher J.A. Manson

Assistant Superintendent Local Chairman, U.T.U.

ccs: DEL DJF RMA KCM AW GEM KCS NAC SCM - B.River, B.Bar --TMC's A

General Notice No. KAM-333 (Page 17)

CANADIAN NATIONAL RAILWAY
Office of the Assistant Superintendent

**B.C. South District** 

Kamloops, B.C. January 29, 1990

**File:** 8005

LOCOMOTIVE ENGINEER'S GENERAL NOTICE BOOKS: KAMLOOPS
CONDUCTOR'S & TRAINMEN'S GENERAL NOTICE BOOKS: KAMLOOPS

YARDMASTER'S GENERAL NOTICE BOOKS: KAMLOOPS
YARDMEN'S GENERAL NOTICE BOOKS: KAMLOOPS

## **GENERAL NOTICE NO. KAM-333:**

Effective immediately the Crew Management Centre Edmonton has been instructed to adjust pay tickets for Kamloops crews as follows:

- Trains arriving at Boston Bar from the Ashcroft Subdivision will be allowed 5 minutes from the outer switch to the change off point. Locomotive Engineers will then be paid their 15 minutes inspection time and off duty. Conductors will be paid on a minute to minute basis to inspect the outbound train and 10 minutes to register.
- Trains arriving at Kamloops from the Ashcroft Subdivision will be allowed 15 minutes from the outer switch to the change off point. Locomotive Engineers will then be paid 15 minutes inspection time and off duty. Conductors will be paid 10 minutes to deliver bills and register.
- Trains arriving at Kamloops from the Clearwater Subdivision will be allowed 20 minutes from the outer switch to the change off point. Locomotive Engineers will then be paid 15 minutes inspection time and off duty. Conductors will be paid 10 minutes to deliver bills and register.
- Trains arriving at Blue River from the Clearwater Subdivision will be allowed 10
  minutes from the outer switch to the change off point. Locomotive Engineers will
  then be paid 15 minutes inspection time and off duty. Conductors will be paid on a
  minute to minute basis to inspect the outbound train and 10 minutes to register.

Any claims over and above the foregoing will require a full explanation of the delay on a minute to minute basis before payment will be allowed.

D. J. Fisher
Assistant Superintendent Transportation
Kamloops, B.C.

cc: DEL, BGC, AW, KCM, RMA, NAC, SGM, KCS, APH

/cd

#### 6. DEADHEADING BY BUS

#### U.T.U. and B. of L.E.

When a crew is ordered to deadhead from Kamloops by Greyhound Bus, they are ordered one hour ahead of the scheduled departure time of the bus on which they are deadheading.

#### 7. RESUMING DUTY AFTER LEAVE OF ABSENCE

## U.T.U.

It has not been the practice at Kamloops for employees covered by Article 131, Agreement 4.3, to serve 3 hours notice when returning from being off for miles.

#### B. of L.E.

Under paragraph 77.7, Article 77, Agreement 1.2 a Locomotive Engineer must serve 3 hours notice when returning from being absent for any reason.

## 8. ALLOTTING ANNUAL VACATION

#### U.T.U.

Company policy states that the maximum number of employees allowed to be off for vacation at any one time is 10%. However, there have not been any set percentages of UTU employees allowed to go on vacation at any one time. Vacations have been allotted in accordance with the

## Manning Spare Work & Missing Calls (Page 19)

handled on a first come, first served basis. There are also no limits on the number of times an employee may split his vacation as long as a minimum of seven days are taken each time and seniority prevails.

#### B. of L.E.

Locomotive Engineeers at Kamloops do not commence their annual vacation on adjustment days. Vacations are allotted in accordance with the availability of men. Company policy states that the maximum number of employees allowed to be off on vacation at any one time is 10%. There is no set percentage of BLE employees off for vacation at any one time. Locomotive Engineers who do not apply for annual vacation are allotted vacation where they can be fit in, usually in October or November. Locomotive

Engineers are allowed to split their vacations in accordance with their Collective Agreement.

## 9. MANNING SPARE WORK ON WORK TRAINS

#### U.T.U.

Spareboard brakemen who are called for a work train which is tieing up on line or at turn-around point are required to remain on the work train until such time as they are relieved. When the work train ties up at the home terminal, the spare man would be released from the work train. If a spare man books off while he is working on a work train assignment which does not tie up at Kamloops, he would be required to return to the work train when he books OK.

## B. of L.E.

When a Spareboard Locomotive Engineer books off on a work train he will be allowed to go back to the spareboard when he books OK for duty.

#### 10. SPARE TRAINMEN MISSING CALLS

Spare men who are not available when called from the Joint Spareboard, are placed at the bottom of the board at the time the call is missed.

## Applicable Notes & Seniority (Page 20)

#### 11. APPLICABLE NOTES OF AGREEMENT 1.2

The notes following paragraph 28.3, Article 28 and paragraph 33.8, Article 33 of Agreement 1.2 are applicable at Kamloops.

## 12. EXERCISING SENIORITY ON WORK TRAINS

## B. of L.E.

Once a Locomotive Engineer bids in a work train, if he is displaced from same or the assignment is cancelled, he may, seniority permitting, exercise his seniority to other work train assignments.

#### 13. BASIS OF PAYMENT FOR PASSENGER SERVICE

#### B. of L.E.

Kamloops Engine Crews agree to work through to the meeting point on the Clearwater Subdivision. In the event that the meeting point is east of Blue River the crew will be

expected to work the train through to the meeting point on the Albreda Sub. This provision is to apply when the Eastbound Train in on time, and the Westbound Train is late.

Crews operating from their Home Terminal through the Intermediate Terminal to the "Change off Point" on the Foreign subdivision will:

- a) Submit one Time Return claiming Prep. time, detention at Initial Terminal, All Time at Intermediate Terminal; and Inspection Time at Change Off Point; and actual mileage from Home Station to Change Off Point.
- b) Submit a Second Time Return, using Arrival Time as Call Figure, Claiming Prep. Time and detention at Change Off Point: All time at Intermediate Terminal; Final Inspection Time; and Actual Mileage from Change Off Point to Home Terminal.

Crews operating from their Home Terminal to a Change Off Point on their own Subdivision will:

- a) Submit one Time Return claiming Prep. time, detention at Initial Terminal, Inspection Time at Change off Point; and Entire Subdivision Mileage.
- b) Submit a Second Time Return, using Arrival Time as Call Figure, claiming Prep. Time, and detention at Change Off Point, Final Inspection Time; and Entire Subdivision Mileage.

## Holding Turn & No Scoop Understanding (Page 21)

Crews that change off at the normal change off point of Avola will be paid Clearwater Subdivision miles for the trip up on Train No. 4 and the trip back on Train No. 3.

#### 14. HOLDING TURN FOR UNION OR BROTHERHOOD BUSINESS

#### B. of L.E.

In the event that it can be readily foreseen that the Local President, Secretary or Local Chairman (or their designate) would miss a Division meeting on account of accepting a call for a tour of duty in unassigned service, they will hold their turn until such time as the meeting is concluded. This will also apply to the Local Chairman (or his delegate) when he attends an investigation or a meeting with the Company, initiated by the Brotherhood.

The Regional Crew Management Centre will be advised by the Local Chairman when a designate will perform the duties of a Brotherhood Officer.

#### 15. NO SCOOP UNDERSTANDING

#### U.T.U.

Pool crews on all Subdivisions manned from Kamloops, and travelling to the same objective terminal by means of rail or highway transportation who are "Scooped", will retain their original relative position with regards to other crews, at either the home, or away from home terminal.

This arrangement will not apply to crews booking rest at the away-from-home terminal, or to those called in Snow Plow, Worktrain or short turn around service where in these instances crews will be placed on the working board at home or away-from-home terminals coinciding with their arrival times.

In scoop situations, the onus will be on crew members to notify the proper authority of any scoop or change in turn status that may have occurred.

Crews will be changed off within terminals to avoid scooping only if there are no delays to trains involved.

Crews who are released to deadhead enroute and travel on a train proceeding in the opposite direction, will be placed on the working board behind the crew they deadhead with, upon arrival.

## **Locomotive Engineer Scooping & Campbell Creek Turns (Page 23)**

## B. of L.E.

Locomotive Engineers who are scooped after being ordered in pool freight service will be permitted to regain their turn at the turnaround terminal, providing they are off duty in sufficient time to take a one hour call for their return trip.

A Locomotive Engineer who loses his turn at the turnaround point due to booking rest, regains his turn at Kamloops. It is incumbent upon such Locomotive Engineers to advise the Crew Dispatcher accordingly.

# 16. CALLING OF VANCOUVER BASED PASSENGER CREWS AT KAMLOOPS

#### U.T.U.

When Vancouver based U.T.U. Passenger Crews lay-over in Kamloops, the Conductor will be the only employee who receives a call. The Conductor will ensure the other members of the train crew are called.

#### 17. MANNING CAMPBELL CREEK TURNS

#### U.T.U.

When only one Campbell Creek turn is run on Saturday or Sunday, the crew will remain first out upon completion of the tour of duty. This principle will only apply if the Campbell Creek turn has serviced the Cement Plant. In all other circumstances the board will rotate normally. It is understood that no runaround claims will result from the application of this first out principle.

## Kamloops Traffic Coordinator's Local Calling Procedures (Page 1)

- 1. The senior qualified unassigned Traffic Coordinator, available at straight time in yard service, which includes a Yard/Joint Spareboard available for a 2-hour call.
- 2. The senior qualified unassigned Traffic Coordinator, available at straight time in yard service, which includes a Yard/Joint Spareboard not available for a 2-hour call.
- 3. The senior regularly assigned Traffic Coordinator booked OK extra and available at punitive rates. (OKYN)
- 4. The senior unassigned Traffic Coordinator booked OK extra, available at punitive rates. (OKYM)
- 5. Retention Board Qualified Traffic Coordinator
- 6. The senior employee qualified as a Traffic Coordinator, working in road service, available for a 2-hour call.
- 7. The senior employee qualified as a Traffic Coordinator, working in road service, not available for a 2-hour call.
- 8. The Senior qualified Traffic Coordinator, from anywhere that has bid out on the 25% rule.
- 9. Senior Unassigned yardmaster off for miles okay extra (OKYM)
- 10. Canvass employees qualified as Traffic Coordinators that are working under the 1.2 Agreement.

This agreement is subject to cancellation upon thirty (30) days written notification by either signing party from the Company, and the National/Regional Representative of the Union. Should this agreement be cancelled, we will revert back to our previous calling procedures.

#### Name Title

Wray McClelland Local Chairman Traffic Coordinators

Peter Sampson Assistant Superintendent Transportation



## **Transportation**

Crew Management Centre 5th Floor, Operations Bldg. # 1, 10229 - 127 Avenue Edmonton, Alberta T5E 0B9

CMC File: 4461-13

## LETTER OF UNDERSTANDING - KAMLOOPS

(Spareboard employees holding turn when called for turnaround service)

CCROU 4.3 spareboard employees will maintain original standing on the working spareboard when called for turnaround service within a 75 miles radius of Kamloops Terminal (75 or less run miles as indicated by the spareboard employee on the tie up screen).

Spareboard employees called in Work Train Service outside the 75 miles radius will advise the Crew Management Centre, upon completion of tie-up and they do not maintain their original standing on the spareboard.

In order to maintain their turns, employees must enter a "Y" for ST when they tie up. *Example*:

ON DUTY:	OFFD:	WORK TRN HRS/MLS: RUN MLS			RUN MLS:		
MAX UNITS:	REST:	HM:	ST:	O/T:	TC:	CC PD:	EN ROOM:
RESPITE FROM	ſ: TO:	NUM (	CARS:	ART	C CARS:		INTER ITD:

This Agreement does not preclude provisions of Rescue Service (page 11) and Guarantees (letter dated June 7, page 46) of the Memorandum of Agreement dated 5 May 1995.

No part of this Agreement shall be used against the company in any manner whatsoever either directly or indirectly, as a basis for a grievance or time claim by/or on behalf of any employee.

This local Agreement is subject to a fourteen (14) day written cancellation by either party.

V.J. Vena District Superintendent Transportation Pacific District	G. Kopp  Local Chairperson - Division 0691  CCROU 4.3 - Kamloops			
	effective date	19		

J. Lyon
Operations Manager Pacific District
CMC Edmonton

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## **Transportation**

Crew Management Centre 5th Floor, Operations Bldg. # 1, 10229 - 127 Avenue Edmonton, Alberta T5E 0B9

CMC File: 4461-13

# LETTER OF UNDERSTANDING - KAMLOOPS

(CCROU 1.2 employees holding turn when called for turnaround service)

CCROU 1.2 pool/spareboard employees will maintain original standing on the pool/spareboard when called for turnaround service within a 75 miles radius of Kamloops Terminal (75 miles or less as indicated by the pool or spareboard employee on the CATS tie up screen). This Agreement does not apply to Locomotive Engineer called in Work Train, Road Switcher and Wayfreight Service or Locomotive Engineer, who are entitled to pay under the provision of Article 9.3 (Article 9 - Short Run).

In order to maintain their turns, employees must enter a "Y" for ST when they tie up. Example:

ON DUTY:	OFFD:	WORK TRN HRS/MLS: RUN MLS			RUN MLS:		
MAX UNITS:	REST:	HM:	ST:	O/T:	TC:	CC PD:	EN ROOM:
RESPITE FROM	f: TO:	NUM (	CARS:	ART	C CARS:		INTER ITD:

CCROU 1.2 pool employees who book in excess of 23 hours rest will drop to the bottom of the Pool using the *time in principle*.

CCROU 1.2 spareboard employees who books in excess of 16 hours rest will drop to the bottom of the spareboard using the time in principle.

This Agreement does not preclude provisions of Rescue Service (page 11) and Guarantees (letter dated June 7, page 46) of the Memorandum of Agreement dated 5 May 1995.

No part of this Agreement shall be used against the Company in any manner whatsoever either directly or indirectly, as a basis for a grievance or time claim by/or behalf of any employee.

This local Agreement is subject to a fourteen (14) day written cancellation by either party.

1 of 2

(CCROU 1.2 employees holding turn when called for turnaround service (cont'd)

W.J. Flack A/Local Chairperson - Division 855 CCROU 1.2 - Kamloops	
V.J. Vena District Superintendent Transportation Pacific District	J. Lyon Manager Operations – Pacific CMC Edmonton
, 1998	

effective date

## **LETTER OF UNDERSTANDING - Kamloops TCRC (Page 1)**

Transportation - Line Operations CN Operations 309 CN Road Kamloops, B.C. V2H 1K3

October 25, 2006

## **LETTER OF UNDERSTANDING - Kamloops TCRC**

## (Local No Scoop Agreement for Locomotive Engineers)

Effective October 26, 2006 at 1201 the following "No Scoop" rules will apply to Locomotive Engineers assigned to the Ashcroft and Clearwater pools.

This rule will not apply to Locomotive Engineers called in snow plow, work train, auxiliary or short turn around service.

Locomotive engineers, who are scooped enroute, will upon request, regain their original standing at the home terminal, provided that any personal rest taken at the away from home terminal did not exceed 3 hours.

Locomotive Engineers may regain their original turn at the home terminal immediately upon arrival, by notifying the Crew Management Centre. Notification must be received at the time of the tie up.

Upon implementation, the provisions of this Letter of Understanding shall prevail notwithstanding the provisions of Agreement 1.2, which may be in conflict with this Letter of Understanding. The company will not be subject to any grievances or time claims as a consequence of the implementation or application of the Letter of Understanding.

This local agreement is subject to a Fourteen (14) day written cancellation by either party.

#### Name Title

E.C. Bruzzese General Superintendent Operations

J.A. Manson Local Chairperson, TCRC Div 855