

United Transportation Union LOCAL 701 (Page 1)

Facsimile Transmission

- **Date:** October 22, 1992
- **To:** Elaine Storms\Supervisor
- **Fax #:** 403-421-6330
- **Department:** Crew Management Centre
- **Pages Transmitted (including cover page):** 1

Message:

As per our discussion concerning the Local Chairperson being placed first out when returning to work after being off on Union business. This would apply to both the Local Chairpersons for Road and Yard in whatever service they were working. For example if the Road Local Chairperson was cut back to yard service then he/she would be placed first out when booking on after being off on Union business. The same would apply if the Yard Local Chairperson was working in road service.

I trust that this information is all that is required by your office to confirm that this is the actual intent of the local agreement in Greater Vancouver Terminal, that provides the Local Chairperson (Yard and Road) to be placed first out when they return from being off on Union business.

If further confirmation is required then please advise.

Yours Truly

C.S.Lewis

CN RAIL - B.C. South District (Page 2)

G.V.T. Thornton Yard

11717 - 138th Street
Surrey, B.C. V3R 6T5

16 March 1993
File No. 6610-1

K.W. Carlson
Local Chairman - Road

United Transportation Union
Local 701
16271 - 79 Ave.
Surrey, B.C. V3S 7C9

The following is the proposed agreement for the operation of Trains 103/104 on the Ashcroft and Yale Subdivisions of the B.C. South District.

Rocky Mountaineer Raitours

Crewing

1. This Assignment will operate from Kamloops to Vancouver via the Okanagan, Ashcroft, Yale, Mission(CP), Cascade(CP), Westminster(CP), and BN 9th Subdivisions. Home Terminal is to be Kamloops.
2. This assignment will operate with a regularly assigned Conductor and Trainman.
3. Passenger rates of pay (Passenger guarantee) apply.
4. The crew will report for duty at Kamloops at
5. The crew will report for duty at Vancouver on the return portion of the trip at the VIA Station in Vancouver.
6. C.P.R. Conductor Pilot will be supplied to the Conductor if required, for two (2) trips in each direction in order to become familiar with the territory between Riverside on the CP Mission Subdivision, the Cascade Subdivision between Mission and Pitt River (M.P. 108.4) and onto the Westminster Subdivision at MacAulay. If the regular Conductor

United Transportation Union - No Scoop Understanding (Page 3)

November 2, 1989
16271 - 79th Ave.
Surrey, B.C.
V3S 708

Mr. B. R. Marradine
Trainmaster - Transportation
B. C. South District
Thornton Yard

Dear Mr. Marradine:

Re: No Scoop Understanding for the U.T.U.

There seems to be some confusion in the dispatching office concerning the application of the "No Scoop Agreement".

The operators at Boston Bar extrapolated the opinion that W.T.U. train crews can regain their turn via a 30 minute call. This is not the case as a call is required.

Comtel dated March 22, 1989 received in the office of the operator at Boston Bar 5 days before the no scoop understanding was put into effect. Comtel dated September 22, 1989 still advises Thornton Yard crews: U.T.U. available for a 30 minute call.

After receiving the March 22nd comtel, I gave the operators at Boston Bar a copy of the no scoop understanding for their perusal. Apparently the comtels are easier to understand.

It would be appreciated if you would advise Mr. Sherman to issue a correct comtel version so that any conflict is avoided.

Awaiting reply or copy.

Yours truly,

K. W. Carlson

Local Chairman L.C. of A. Road

Local 701

cc: R. C. Clisson, Secretary, L.C. of A. Hd.

CN - No Scoop Understanding (Page 4)

Subject: No Scoop Understanding - U.T.U. to cover unassigned pool freight crews working the Yale subdivision.

The intent of this understanding is to maintain the first-in first-out principle in so far as keeping unassigned freight crews in the order in which called out of the home terminal to the away-from-home terminal.

1. Unassigned pool freight crews that are scooped enroute to Boston Bar will regain their turn at Boston Bar provided they are available for a two hour call at Boston Bar.
2. Unassigned pool freight crews that are unable to regain their turn at Boston Bar, or are scooped enroute to Thornton Yard will regain their turn at Thornton Yard provided the scooped crew specifically requests to be placed back into their original turn.

3. Unassigned pool freight crews scooped enroute to Boston Bar desiring to regain their turn at Boston Bar must advise the Operator before going off duty. Scooped crews enroute to Thornton Yard desiring to regain their turn at Thornton Yard must advise the CMC before going off duty.

This no scoop understanding does not apply to spareboard trainmen.

This no scoop understanding is not applicable to turn-around service out of Thornton Yard. ie: Roberts Bank dumper turn, Rawlison turn, Trafalgar turn, etc.

It is understood that the Company will not be put to any additional expense for any time claims or other grievances that arise from the application of this understanding.

This understanding is subject to interpretation from the Q and A attached and any disagreement, additions, or deletions, will be settled between the Local Chairman (Road) and the Assistant Superintendent.

This no scoop understanding is subject to cancellation by either party by serving 14 days written notice.

For The Company: **For The Union:**

Assistant Superintendent Local Chairman (Road)

Dated: March 27, 1984

No Scoop Understanding - Questions & Answers (Page 5)

Subject: No Scoop understanding - Questions & Answers to cover U.T.U. Trainmen in Unassigned pool freight service.

1. **Q:** If a crew operating into Roberts Bank from Boston Bar gets scooped by one or more crews operating into Thornton Yard. Would the Roberts Bank crew be entitled to their turn back on arrival at Thornton Yard?
A: Yes, the intent of this understanding is to keep crews in their respective turn at the home-terminal.
2. **Q:** A crew at Boston Bar is ordered in turn around service to pick up a train at Komo and return to Boston Bar, as a result of the T/A service this crew is scooped. Would they be entitled to their turn back at Thornton Yard and/or Boston Bar?
A: No, because the crew was used in turnaround service out of Boston Bar they would not regain their turn at Boston Bar or at Thornton Yard.

3. **Q:** On arrival at Thornton Yard, after being scooped enroute, the CMC was advised to place crew back into original position, however, crew dispatcher mistakenly places crew into wrong position which results in crew being runaround. Is this crew entitled to a runaround?

A: No, The Company is not to be put to any additional expense for any time claims or other grievances that arise from the application of this understanding. However, on arrival back at the home-terminal this crew can request to again be placed into their original position.

4. **Q:** All members of a crew are not available for this trip and the car is crewed by spare trainmen, during this trip the crew is scooped and on arrival at Thornton Yard there is no request to place this crew back into its original position. Can the regular crew members request same at later time/or date.

A: Any request to regain original turn must be made prior to off duty time specifying who scooped who.

5. **Q:** Are spareboard trainmen entitled to their turn back when the crew they are working on gets scooped?

A: No, This understanding applies only to unassigned pool crews and has no application to spareboard trainmen who are placed back onto the spareboard as of their arrival time at Thornton Yard.

No Scoop Understanding - UTU (Page 6)

6. **Q:** On arrival at Thornton Yard a scooped crew is unable to regain its original turn because of the Mandatory Rest Rules which prevented the crew from accepting a call ahead of the crew which scooped them. Are they then entitled to regain their turn at Boston Bar or later at Thornton Yard?

A: No.

7. **Q:** A crew is released to deadhead at Boston Bar, are they required to deadhead in turn or is the CMC responsible to place them into their proper order at Thornton Yard?

A: This understanding places the policing of keeping unassigned pool crews in proper order on individual crews. The CMC is responsible for placing crews in the order of arrival times on the train register. A crew does not have to deadhead in turn, if any following crew gets scooped they must advise the CMC if they wish their turn back.

8. **Q:** A crew arriving Boston Bar books rest under article 35.4 and as a result of being on rest gets scooped by one or more crews. Is this crew entitled to their turn back at Thornton Yard?

A: Yes, provided a member of the crew advises the CMC prior to the crew going off duty at Thornton Yard. It should be noted that if this crew was scooped three times, the crew cannot request to be placed ahead of just one or two of the crews. The intent of this understanding is to return unassigned pool crews back into their original position.

9. **Q:** A crew at Boston Bar is released because they are on Mandatory Rest. Are they required to deadhead in turn?

A: As is outlined in question/answer No. 7 - this understanding places the policing of keeping unassigned crews in proper order on individual crews. Crews released and deadheaded because of Mandatory Rest have the potential to scoop numerous crews, therefore, they should endeavor to keep themselves in approximately the same order when registering at Thornton Yard.

10. **Q:** Should crews indicate "deadhead in turn" on the train register at Thornton Yard?

A: No, an arrival time should be placed on the register so that rest, if any, can be booked and any spareboard Trainmen on the crew will know where they stand as the no scoop understanding does not apply to spareboard Trainmen.

No Scoop Understanding - UTU (Page 7)

11. **Q:** Crew E is released to deadhead by taxi from Boston Bar to Thornton Yard. Crew E scoops crews A and B enroute on the road and also crew C and D at Boston Bar. On arrival at Thornton Yard crew A and B request the CMC to place them ahead of crew E. However, crew C does not initiate such a request, therefore, crew C does not want to regain their turn in the pool. However, crew D on arrival at Thornton Yard, does request to regain their turn in the pool. What would happen to the order now? Would crew D be placed ahead of crew E and crew C?

A: Yes, crew D when requesting the CMC to regain its turn ahead of crew E because of the scoop, would also be placed ahead of crew C because crew C did not request to be placed into their original place in the pool. The CMC would call these crews in the following order: A,B,D,E,C.

K. W. Carlson

Local Chairman L.C. of A. Road

Local 701
Vancouver, B.C.

Local Arrangement - ESE Mark Up Days Off (Page 1)

CN NORTH AMERICA

Transportation

11717 - 138th Street

Surrey, B.C.

V3R 6T5

Date: January 31, 1994

Local Arrangement between the United Transportation Union, Local 701 - Road and CN North America, Greater Vancouver Terminal to amend present local calling procedures affected by the following:

1. Article 137.16 of Agreement 4.3 in conjunction with Q+A 44 of the Conductor Only Agreement;

It is arranged that Engine Service Employees who are forced into the yard, are collecting a road guarantee, and are on days off will, provided they have not exempted themselves from emergency work as Locomotive Engineer, be permitted to book okay on a daily basis to be called in seniority order (as per Article 137.16) for work as a Locomotive Engineer.

2. "Road Preference List"

It is arranged that when the road spareboard is exhausted, the company will no longer be required to canvass employees on the road preference list.

This arrangement shall in no way, directly or indirectly, form a basis for a grievance or time claim against the company on behalf of any employee.

This arrangement may be cancelled by submission of a 30 day written notice by either party.

This arrangement is effective at **0001 P.S.T. on February 15, 1994.**

Name	Title
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E.C. Bruzzese	Dist. Supt. Transportation B.C. South Dist.
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K.W. Carlson	Local Chairperson U.T.U. Local 701 Road
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C.S. Lewis	Local Chairperson U.T.U., Local 701 Yard
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J.A. Harmata	Coordinator, Crew Management Systems Edmonton
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R.A. Walker Sr. Vice President Western Canada

J.A. Armstrong General Chairperson United Transportation Union

GREATER VANCOUVER TERMINAL DIRECT TRAIN AGREEMENT (Page 1)

UTU.

Conductors and Assistant Conductors in Pool Service, operating trains within Greater Vancouver Terminal with an originating or terminating point of Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville Interchanges will be governed by the terms of this agreement.

1. Conductors and Assistant Conductors operating trains to/from the aforementioned yards will be provided a flat rate, all inclusive payment as follows:
 - Lynn Creek/Vancouver = 67 miles
 - Brownsville/Sapperton = 55 miles

These flat rates are payable under an operating scenario wherein the trains would operate successfully to the following points within the Greater Vancouver Terminal:

- For trains destined north of the Fraser River, when they have successfully operated over the Fraser River Bridge;
 - For trains destined south of the Fraser River Bridge, when the movement has passed under the Fraser River Bridge.
2. Conductors and Assistant Conductors originating trains at Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville interchanges will be compensated a minimum Yard Conductor's basic rate of pay under the provisions of Article 75 of Agreement 4.3 in the event the train fails to depart the Greater Vancouver Terminal. This will not result in duplicate payment (e.g. flat rates do not apply)
 3. Conductors and Assistant Conductors Upon arrival at Thornton Yard receiving yarding instructions that they will be required to proceed to Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville interchanges, and unable to proceed, will be compensated as an exception ticket.
 4. Conductors and Assistant Conductors terminating trains at Lynn Creek Yard or Vancouver Main Yard will be released at those respective locations.
 5. The aforementioned mileage will be included in the calculation of an employee's monthly mileage under the provisions of Article 44 of Agreement 4.3.
 6. Conductors and Assistant Conductors originating & terminating trains at Lynn Creek and Vancouver will be compensated the travel allowance provided under the provisions of Addendum 4, Item 11 of Agreement 4.3.

Note: for the above noted trains, the on-duty/off-duty point will be either Lynn Creek Yard or Vancouver Main Yard

Agreement Details and Early Retirement (Page 2)

7. The Company agrees to implement a Guaranteed Spare Board for yard employees. The Board will be adjusted as provided for under the provisions of Article 90 of Agreement 4.3, and under the terms and conditions outlined in Appendix "A"

The parties agree to review the affects of this agreement relative to identifying any materially adverse effects emanating from any increase in the number of direct trains operated.

Note: if the number of direct trains increases above an average of 6 trains or more per day over a 30 day period, the parties will meet to discuss the adverse effects.

The parties are committed to resolve any issues arising from the agreement in an expeditious manner. Should an issue arise concerning the implementation and application of this agreement, either party will advise the other in writing as to the nature of unresolved issue relative to this agreement. The parties will meet within fourteen (14) days of the receipt of the letter and attempt to resolve the issue.

If an issue remains unresolved, either party may refer the issue to the General Chairman and the appropriate officer of the Company for resolution. If there is no agreement on a resolution, it will be handled with the provisions of Article 121.1© of Agreement 4.3.

The parties agree that to minimize the adverse effects related to the operations of Direct Connection trains, the Company shall provide the United Transportation Union with 3 early retirement credits under the following conditions and formula:

1. An employee who is at least 55 years of age and whose age and years of service total at least 85 will be entitled to a monthly separation allowance payable until age 65 (or time of death if earlier) which, when added to their Company pension under the 1959 Plan, will give such an employee an amount equal to the following percentage of average annual earnings over such employee's best 5-year period:

Years of Service at time employee opts for retirement	Percentage amount as defined above
35 and over	80%

34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25 or less	60%

Early Retirement Benefits & Application (Page 3)

Eligible employees, as defined above, may elect, in lieu of the monthly allowance, a lump sum payment which will be equal to the current value of such monthly separation allowance payment calculated on the basis of a discount rate of 10% per annum.

Note: In the application of this formula, an eligible employee who is not a member of the CN 1959 Pension Plan will receive the monthly separation allowance or the lump sum payment which will be calculated on the assumption that such employee did belong to the 1959 Pension Plan. Such employee will receive the payments due them in accordance with the above minus any pension payments which would have been due to them had they been a member of the 1959 Pension Plan.

2. Eligible employees, as defined in Clause 1 of this Agreement, who elect payment as provided:
 - (i) shall be entitled to have their group life insurance coverage continued until age 65 and paid for by the Company;
 - (ii) shall be entitled at age 65 to a life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreement.

- (iii) an employee, who receives an early retirement opportunity in accordance with this article, shall have their Extended Health Care and Dental benefits fully paid up by the Company until age 65.
3. Eligible employees will have 14 days from receipt of pension/separation estimates, to make application with a copy to the local chairperson for benefits under the provisions of this Agreement by signing a "irrevocable" declaration as to their intention.

Note: Retirement opportunities will be based on Yard seniority.

Signed this date **Jan 20, 2000 at Delta, B.C.**

Name	Title
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V.J. Vena	Supt, GVT
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B.J. Henry	General Chairperson - UTU
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R. Reny	Human Resources Assoc.
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UTU Correspondence (Page 4)

GENERAL COMMITTEE OF ADJUSTMENT

B.J. HENRY, Chairperson (1874)

B.R. BOECHLER, Vice-Chairperson (1771)

R.A. HACKL, Vice-Chairperson (1110)

C.S. LEWIS, Secretary (701)

United Transportation Union

309-8616-31 AVENUE NW

EDMONTON, ALBERTA TBE BEB

TELEPHONE: (780) 488-2220

FAX: (780) 463-8560

E-MAIL: utuwe@telusplanet.net

April 5, 2000

Mr. Dave P. Edison

Vice President - Pacific Division

200-11950 - 80 Avenue

North Delta, BC
V4C 1Y2

Attention: Mr. R. Reny

RE: Lynn Creek - Sapperton - Brownsville - Vancouver Agreement

UTU File: MC-701-99-012

Local 701

Dear Sir:

This is to advise the Company, and specifically your office, that the Agreement reached on January 20, 2000 has been ratified by the Union and the provisions should be implemented as soon as possible.

We are available should further clarification be required. Thank you for your time and efforts involved in this matter.

Yours truly,

B. J. Henry
General Chairperson
U.T.U.

cc:

Local Chairperson Lewis, Local 701
Local Chairperson Carlson, Local 701
Local Chairperson Albert, Local 701
Secretary, Local 701

BJH/ldg

GREATER VANCOUVER TERMINAL DIRECT TRAIN AGREEMENT (DRAFT - Page 5)

Locomotive Engineers in Pool Service, operating trains within Greater Vancouver Terminal with an originating or terminating point of Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville Interchanges or New Westminster will be governed by the terms of this agreement.

1. Locomotive Engineers operating trains to/from the aforementioned yards will be provided a flat rate, all inclusive payment as follows:
 - Lynn Creek/Vancouver = 67 miles

- Brownsville/Sapperton/New Westminster = 55 miles

These flat rates are payable under an operating scenario wherein the trains would operate successfully to the following points within the Greater Vancouver Terminal:

- For trains destined north of the Fraser River, when they have successfully operated over the Fraser River Bridge;
 - For trains destined south of the Fraser River Bridge, when the movement has passed under the Fraser River Bridge.
2. Locomotive Engineers originating trains at Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville interchanges or New Westminster will be compensated an amount equal to that of a yard transfer in the event the train fails to depart the Greater Vancouver Terminal. Additionally, Locomotive Engineers will be compensated under the provisions of Article 36.4 of Agreement 1.2 (\$13.00 - one-way transfer premium), upon successful arrival at Thornton Yard.

Note: This will not result in duplicate payment (e.g. flat rates outlined in Item 1 do not apply)

3. Locomotive Engineers upon arrival at Thornton Yard receiving yarding instructions that they will be required to proceed to Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville interchanges or New Westminster, and unable to proceed, will be compensated as an exception ticket and not subject to the provisions of the System of Pay Agreement as outlined in Addendum 88 of Agreement 1.2.
4. Locomotive Engineers terminating trains at Lynn Creek Yard or Vancouver Main Yard will be released at those respective locations.
5. The aforementioned mileage will be included in the calculation of an employee's monthly mileage under the provisions of Article 64 of Agreement 1.2.

Human Resources Correspondence (DRAFT - Page 6)

Human Resources - Pacific Division

Canadian National

11950-80 Avenue, Suite 200

Delta, B.C., Canada

V4C 1Y2

Ressources humaines - Division du Pacifique
Canadien National
11950-80 Avenue, 2^a étage
Delta, B.C., Canada
V4C 1Y2

- **Date:** April 13, 2000
- **Our File:** Direct Trains
- **Your File:** n/a

Fax: (306)955-8450

Mr. M.W. Simpson
General Chairperson - BLE
No. 2-3012 Louise Street
Saskatoon, Sask.
S7J 3L8

Dear Sir:

During discussions which culminated in the Greater Vancouver Terminal Direct Train Agreement, the parties discussed the concerns raised by the Brotherhood relative to crews being held for an excessive period of time within Thornton Yard.

The parties recognized that under normal operations there will be situations that result in crews, operating under the provisions of this memorandum, being held or cancelled within Thornton Yard upon arrival or departure.

The parties agreed to meet 90 days after the implementation of this agreement to review the details of those trains operating under this Memorandum of Agreement; specifically those trains being held or cancelled within the Greater Vancouver Terminal.

Yours truly,

R.F. Reny
Human Resources Associate

Human Resources Correspondence (DRAFT - Page 7)

Human Resources - Pacific Division
Canadian National
11950-80 Avenue, Suite 200

**Delta, B.C., Canada
V4C 1Y2**

**Ressources humaines - Division du Pacifique
Canadien National
11950-80 Avenue, 2^a étage
Delta, B.C., Canada
V4C 1Y2**

- **Date:** April 13, 2000
- **Our File:** Direct Trains
- **Your File:** n/a

Fax: (306)955-8450

Mr. M.W. Simpson
General Chairperson - BLE
No. 2-3012 Louise Street
Saskatoon, Sask.
S7J 3L8

Dear Sir:

During discussions which culminated in the Greater Vancouver Terminal Direct Train Agreement, the parties discussed the concerns raised by the Brotherhood relative to crews operating in Extended Run service being requested to operate under the provisions of this Memorandum.

The parties are agreed that in keeping with the principles of Appendix 9 of the May 5, 1995 Memorandum of Agreement, "Extended Run" trains will not be subject to the changes in operation contemplated in this agreement, with the exception of operating in/out of the Brownsville Interchange.

Additionally, the parties agreed to review new business opportunities that could necessitate the need to operate in Extended Run service to the other points contained in this Memorandum.

Yours truly,

R.F. Reny
Human Resources Associate

Agreement Details (DRAFT - Page 8)

6. Locomotive Engineers originating & terminating trains at Lynn Creek and Vancouver will be compensated the travel allowance provided under the provisions of Addendum 8, Item 2 of Agreement 1.2.

Note: for the above noted trains, the on-duty/off-duty point will be either Lynn Creek Yard or Vancouver Main Yard. The on/off duty point for trains originating/terminating at other locations will be Thornton Yard.

Note: the travel allowance will be monitored closely and should actual travel times to/from North Vancouver or Vancouver Main Yard prove to be greater than the allowance provided, the parties will meet and adjust the travel allowance to reflect the increased times.

7. This agreement pertains only to the locations specified in Paragraph 1 of this agreement. Should the Company expand or change Direct Train service to include other locations within the Greater Vancouver Terminal, the parties are agreed to meet locally and establish rates and conditions which will be applicable to the new locations.
8. The parties agree to review the affects of this agreement relative to identifying any materially adverse effects emanating from any increase in the number of direct trains operated.

Note: if the number of direct trains increases above an average of 6 trains or more per day over a 30 day period, the parties will meet to discuss the adverse effects.

The parties are committed to resolve any issues arising from the agreement in an expeditious manner. Should an issue arise concerning the implementation and application of this agreement, either party will advise the other in writing as to the nature of unresolved issue relative to this agreement. The parties will meet within fourteen (14) days of the receipt of the letter and attempt to resolve the issue.

If an issue remains unresolved, either party may refer the issue to the General Chairman and the appropriate officer of the Company for resolution. If there is no agreement on a resolution, it will be handled with the provisions of Article 91.2 of Agreement 1.2.

The parties agree that to minimize the adverse effects related to the operations of Direct Connection trains, the Company shall provide the Brotherhood of Locomotive Engineers with 3 early retirement credits under the following conditions and formula:

1. An employee who is at least 55 years of age and whose age and years of service total at least 85 will be entitled to a monthly separation allowance payable until age

65 (or time of death if earlier) which, when added to their Company pension under the 1959 Plan, will

Early Retirement Credits (DRAFT - Page 9)

give such an employee an amount equal to the following percentage of average annual earnings over such employee's best 5-year period:

Years of Service at time employee opts for retirement	Percentage amount as defined above
35 and over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25 or less	60%

Eligible employees, as defined above, may elect, in lieu of the monthly allowance, a lump sum payment which will be equal to the current value of such monthly separation allowance payment calculated on the basis of a discount rate of 10% per annum.

Note: In the application of this formula, an eligible employee who is not a member of the CN 1959 Pension Plan will receive the monthly separation allowance or the lump sum payment which will be calculated on the assumption that such employee did belong to the 1959 Pension Plan. Such employee will receive the payments due them in accordance with the above minus any pension payments which would have been due to them had they been a member of the 1959 Pension Plan.

2. Eligible employees, as defined in Clause 1 of this Agreement, who elect payment as provided:
- (i) shall be entitled to have their group life insurance coverage continued until age 65 and paid for by the Company;
 - (ii) shall be entitled at age 65 to a life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreement.
 - (iii) an employee, who receives an early retirement opportunity in accordance with this article, shall have their Extended Health Care and Dental benefits fully paid up by the Company until age 65.

Benefits Application & Signatures (DRAFT - Page 10)

3. Eligible employees will make application for benefits under the provisions of this agreement by responding to the appropriate bulletin or by other method of processing applications as may be agreed to between the parties.
4. Applications from eligible employees will be processed on the basis of their locomotive engineers seniority date on the Brotherhood of Locomotive Engineers seniority list.

Note: The credits specified in this Agreement must be used no later than December 31, 2000.

Signed this date _____ at _____

Name	Title
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V.J. Vena	Supt, GVT
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M.W. Simpson	General Chairman
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R. Reny	Human Resources Assoc.
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D.J. Shewchuk	Sr. Vice-General Chairman
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Preliminary Analysis and Proposal (Page 11)

Preliminary Analysis and Proposal for the Implementation of the GVT Direct Train Agreement - October 01, 1999

MOP - Terminal Identification Requirements to Manage the GVT Agreement

1. **General Requirement:** Each ticket must contain sufficient information to indicate the On Duty and Off Duty points for the assignment.
2. Since Lynn Creek, Sapperton, Brownsville, New Westminster and Main Yard currently share the same station number as Thornton, in CATS there must be some additional information added to the employee time claim to specify the origin or destination point within the Greater Vancouver Terminal.
3. For the purpose of this analysis we are assuming that this information will be provided by the employees through the addition of a claim code to their tickets which will indicate the origin or termination point within the Greater Vancouver Terminal.
4. If the claim code noted above is added to the employee time return, then OCAS can use this information to replace the current station number indicating Thornton with a location specific number for each of the origin or destination points within the Greater Vancouver Terminal.
5. With the OCAS processing noted above, the MOP program can assign trains to a specific origin-destination run segment.

MOP - Rate Calculation Requirements to Manage the GVT Agreement

1. Assuming that each run segment originating or terminating within the GVT is assigned a specific pay amount which will replace initial terminal when originating within the GVT and final terminal when terminating within the GVT.
2. In order to modify the current MOP rate calculation process, the MOP program must contain information which identifies the "special run segments" where the normal calculation is to be replaced.
3. The MOP program must be able to recognize from the time claim information whether the train is originating or terminating with the GVT.
4. The MOP program must be able to suppress the normal rate calculation while still retaining actual information with respect to initial or final terminal time in order to preserve the actual information in its historical data storage, for subsequent determination of success rates as required under Appendix A of the MOP agreement.

5. The MOP program must continue to be able to apply the provisions of Appendix A with respect to protected rates, utilizing the historical data noted above.

OCAS - Data Processing Requirements to Manage the GVT Agreement

1. OCAS must have location specific information on each ticket to allow it to replace the station number for Thornton with a location specific name or number. It is assumed that miscellaneous claim codes will be entered on each ticket to provide this information.
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CATS - Data Processing Requirements (Page 12)

CATS - Data Processing Requirements to Manage the GVT Agreement

1. Currently there is only one station number in the CATS train profiles for all the sub terminals within the GVT. In order to compensate for this we must create additional train profiles for each possible combination of initial and final terminals. Where currently there are one or two profiles per train from Boston Bar to Thornton, and the same number from Thornton to Boston Bar. We will now require at least one profile per train for each of the following segments:
 - Boston Bar - Thornton
 - Boston Bar - Sapperton
 - Boston Bar - Brownsville
 - Boston Bar - Lynn Creek
 - Boston Bar - Main Yard
 - Boston Bar - New Westminster
 - Thornton - Boston Bar
 - Sapperton - Boston Bar
 - Brownsville - Boston Bar
 - Lynn Creek - Boston Bar
 - Main Yard - Boston Bar
 - New Westminster - Boston Bar

Currently if we have 30 trains operating from Boston Bar to Thornton and 30 trains operating from Thornton to Boston Bar this would give rise to approximately 120 train profiles. Under the proposed agreement we would now require 720 train profiles.

Currently there are roughly 5 timekeeping profiles to service the 30 trains in each direction, for a total of 10 timekeeping profiles. We would expect this to increase proportionately, requiring about 60 timekeeping profiles.

Currently there are approximately 5 miscellaneous claim arrays in each direction for the above noted traffic and these would increase as above to about 60 arrays.

2. There is a limitation as to the permitted number of train profiles which can be associated with a single terminal. (maximum is 999).
3. In order to call employees from a specific terminal location, those employees must be associated in CATS with that location. I.e. Currently all employees in the GVT are associated with Thornton. There must be a mechanism to associate the employee called with the location called from.
4. In order for the employee to be called for the correct train profile, the RTC must determine from the intended operation of the train which of the 6 to 12 possible profiles in CATS for that train should be used. This requires him to know substantially before the train is operated, what its destination terminal will be.
5. CATS can only associate two timekeeping profiles with a single train. This gives rise to the following potential problem. Suppose an employee is called to operate from Boston Bar to Sapperton. If the train operates successfully to destination, the MOP profile would be used and there is no problem. If the train fails enroute, the employee would convert his time claim to an exception claim and this also does not pose a problem. The problem occurs when the train makes it to Thornton but is unable to complete the trip to Sapperton. CATS would expect to pay the employee either the full trip to Sapperton or actual time. The GVT agreement proposes under these conditions to pay the employee the MOP final terminal rate for Thornton if the train operates short of the Fraser River Bridge or the GVT contract rate for final terminal if the train operates beyond the Fraser River Bridge. CATS is unable to support profiles which can cover all of these alternate modes of payment.

Preliminary Conclusions (Page 13)

6. In order for CATS to accommodate the GVT agreement the following would have to apply. If a train is successful in completing its trip between (Boston Bar and

Sapperton) CATS would pay the (X1 MOP flate rate initial at Boston Bar, and pay the GVT agreement amount through a miscellaneous claim (Tieup Code) at Sapperton). If the train were not successful in completing the trip, the employee would convert his time claim to an exception and would be paid actual time at both Boston Bar and his off duty location within the GVT. The provisions within the GVT agreement with respect to the Fraser River Bridge cannot be supported.

Example: Where there are two through freight buckets operating between Boston Bar and the GVT. 700 series trains are in Bucket 1 and 800 series trains are in bucket 2.

Boston Bar to GVT (Successful trip)

- **Bucket 1:**
 - Boston Bar pays Initial MOP flate rate 11 miles as X1
 - Called to Thornton pays no Final terminal but pays TH tieup claim of 22 miles
- **Bucket 2:**
 - Boston Bar pays initial MOP flat rate 15 miles as X1
 - Called to Thornton pays no Final terminal but pays T2 tieup claim 27 miles
- **Bucket 1:**
 - Boston Bar pays Initial MOP flate rate 11 miles as X1
 - Called to Sapperton pays no final terminal but pays SA tieup claim of 67 miles
- **Bucket 2:**
 - Boston Bar pays initial MOP flat rate 15 miles as X1
 - Called to Brownsville pays no final terminal but pays BV claim of 55 miles

Boston Bar to GVT (failed trip)

Trains which fail outside the GVT, (on the main line) are submitted under an exception time claim and are paid actual initial and final terminal. Trains which fail within the GVT at a terminal, ie Thornton submit their tickets with the Thornton tieup code. If the train fails

between terminals within the GVT, then the GVT agreement will govern which tieup code is submitted by the train crew.

7. It should be noted that the extremely large number of profiles and arrays required to support this agreement may exceed CATS' current limitations, and will substantially increase the maintenance load required to service these profiles as a result the two MOP periodic reviews, and the January contract rate increase which occur each year.

Preliminary Conclusions:

1. OCAS can process the data if miscellaneous claim codes are entered for each tieup location.
2. MOP can generate rates for the proposed system and protect Appendix A provisions.
3. CATS can support the GVT agreement requirements with the modifications to the GVT agreement noted above. There will be significant problems associated with massive increase in the number of train and timekeeping profiles and, there will be no protection within the system to ensure that crews submit the proper tieup codes with their time claims.

Here is the formatted text from the PDF:

GREATER VANCOUVER TERMINAL DIRECT TRAIN AGREEMENT (Page 1)

Locomotive Engineers in Pool Service, operating trains within Greater Vancouver Terminal with an originating or terminating point of Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville Interchanges or New Westminster will be governed by the terms of this agreement.

1. Locomotive Engineers operating trains to/from the aforementioned yards will be provided a flat rate, all inclusive payment as follows:
 - Lynn Creek/Vancouver = 67 miles
 - Brownsville/Sapperton/New Westminster = 55 miles

These flat rates are payable under an operating scenario wherein the trains would operate successfully to the following points within the Greater Vancouver Terminal:

- For trains destined north of the Fraser River, when they have successfully operated over the Fraser River Bridge;
 - For trains destined south of the Fraser River Bridge, when the movement has passed under the Fraser River Bridge.
2. Locomotive Engineers originating trains at Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville interchanges or New Westminster will be compensated an amount equal to that of a yard transfer in the event the train fails to depart the Greater Vancouver Terminal. Additionally, Locomotive Engineers will be compensated under the provisions of Article 36.4 of Agreement 1.2 (\$13.00 - one-way transfer premium), upon successful arrival at Thornton Yard.

Note: This will not result in duplicate payment (e.g. flat rates outlined in Item 1 do not apply)

Note: Locomotive Engineers will be permitted to book rest in accordance with Article 66 of Agreement 1.2

3. Locomotive Engineers upon arrival at Thornton Yard receiving yarding instructions that they will be required to proceed to Lynn Creek Yard, Vancouver Main Yard, Sapperton or Brownsville interchanges or New Westminster, and unable to proceed, will be compensated as an exception ticket and not subject to the provisions of the System of Pay Agreement as outlined in Addendum 88 of Agreement 1.2.
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Agreement Details (Page 2)

4. Locomotive Engineers terminating trains at Lynn Creek Yard or Vancouver Main Yard will be released at those respective locations.
5. The aforementioned mileage will be included in the calculation of an employee's monthly mileage under the provisions of Article 64 of Agreement 1.2.
6. Locomotive Engineers originating & terminating trains at Lynn Creek and Vancouver will be compensated the travel allowance provided under the provisions of Addendum 8, Item 2 of Agreement 1.2.

Note: for the above noted trains, the on-duty/off-duty point will be either Lynn Creek Yard or Vancouver Main Yard. The on/off duty point for trains originating/terminating at other locations will be Thornton Yard.

Note: the travel allowance will be monitored closely and should actual travel times to/from North Vancouver or Vancouver Main Yard prove to be greater than the allowance provided, the parties will meet and adjust the travel allowance to reflect the increased times.

7. This agreement pertains only to the locations specified in Paragraph 1 of this agreement. Should the Company expand or change Direct Train service to include other locations within the Greater Winnipeg Terminal, the parties are agreed to meet locally and establish rates and conditions which will be applicable to the new locations.
8. The parties agree to review the affects of this agreement relative to identifying any materially adverse effects emanating from any increase in the number of direct trains operated.

Note: if the number of direct trains increases above an average of 6 trains or more per day over a 30 day period, the parties will meet to discuss the adverse effects.

The parties are committed to resolve any issues arising from the agreement in an expeditious manner. Should an issue arise concerning the implementation and application of this agreement, either party will advise the other in writing as to the nature of unresolved issue relative to this agreement. The parties will meet within fourteen (14) days of the receipt of the letter and attempt to resolve the issue.

If an issue remains unresolved, either party may refer the issue to the General Chairman and the appropriate officer of the Company for resolution. If there is no agreement on a resolution, it will be handled with the provisions of Article 91.2 of Agreement 1.2.

Early Retirement Credits (Page 3)

The parties agree that to minimize the adverse effects related to the operations of Direct Connection trains, the Company shall provide the Brotherhood of Locomotive Engineers with 3 early retirement credits under the following conditions and formula:

1. An employee who is at least 55 years of age and whose age and years of service total at least 85 will be entitled to a monthly separation allowance payable until age 65 (or time of death if earlier) which, when added to their Company pension under the 1959 Plan, will give such an employee an amount equal to the following percentage of average annual earnings over such employee's best 5-year period:

Years of Service at time employee opts for retirement	Percentage amount as defined above
35 and over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25 or less	60%

Eligible employees, as defined above, may elect, in lieu of the monthly allowance, a lump sum payment which will be equal to the current value of such monthly separation allowance payment calculated on the basis of a discount rate of 10% per annum.

****Note:**** In the application of this formula, an eligible employee who is not a member of the CN 1959 Pension Plan will receive the monthly separation allowance or the lump sum

payment which will be calculated on the assumption that such employee did belong to the 1959 Pension Plan. Such employee will receive the payments due them in accordance with the above minus any pension payments which would have been due to them had they been a member of the 1959 Pension Plan.

2. Eligible employees, as defined in Clause 1 of this Agreement, who elect payment as provided:
 - o (i) shall be entitled to have their group life insurance coverage continued until age 65 and paid for by the Company;

Benefits and Signatures (Page 4)

- (ii) shall be entitled at age 65 to a life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreement.
 - (iii) an employee, who receives an early retirement opportunity in accordance with this article, shall have their Extended Health Care and Dental benefits fully paid up by the Company until age 65.
3. Eligible employees will make application for benefits under the provisions of this agreement by responding to the appropriate bulletin or by other method of processing applications as may be agreed to between the parties.
 4. Applications from eligible employees will be processed on the basis of their locomotive engineers seniority date on the Brotherhood of Locomotive Engineers seniority list.

Note: The credits specified in this Agreement must be used no later than December 31, 2000.

Signed this date **April 26/2000 at Vancouver**

Name	Title
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V.J. Vena	Supt, GVT
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M.W. Simpson	General Chairman
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R. Reny	Human Resources Assoc
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Revision to the Calling Procedures of CTY Conductors in the Greater Vancouver Terminal (Page 1)

The following document revises only the procedure to fill Assigned Road Service of the 4.3 Agreement specifically Vancouver Assigned Service (V5) the L510 assignment.

107.66 Assistant Conductor's vacancy on a tour of duty basis will be filled from the Road or Joint Spareboard, or if none local calling procedures prevail.

VANCOUVER_ASSIGNED_SERVICE (V1, V4, V5, V9)

CTY (Formerly U.T.U.)

(Note: For Assistant conductor skip steps #1 & #2)

1. Senior Conductor **Spare Running** (Article 112 Seniority rules apply)
2. Promote Brakeperson on crew
3. CTY Road Spareboard
4. Senior in Road service okayed extra, not off for miles, off 2 hours (**OKRD**) (Article 112 Seniority rules apply)
5. Active Furlough board
6. Semi-active Furlough board
7. Senior in Road service okayed extra, off for miles, off 2 hours (**OKRD**) (Article 112 Seniority rules apply)
8. Senior Yard employee on Road preference list okayed extra, off 2 hours (**AVRD & OKRD**) (Article 112 Seniority rules apply) (Will be credited one (1) yard start for working (V5) L510 on the work week)
9. Senior Yard employee not on Road preference list okayed extra, off 2 hours (**OKRD**) (Article 112 Seniority rules apply) (Will be credited one (1) yard start for working (V5) L510 on the work week)
10. Senior laid off okayed extra, off 2 hours (**OKRD**) (Will be credited one (1) yard start for working (V5) L510 on the work week)
11. Senior missed call board (Will be credited one (1) yard start for working (V5) L510 on the work week)
12. Senior Yardmaster okayed extra (**OKRD**) (Will be credited one (1) yard start for working (V5) L510 on the work week)

13. Senior ESE on missed call board serving penalty (Will be credited one (1) yard start for working (V5) L510 on the work week)
 14. Senior TCRC (Formerly BLE) okayed CTY (**OKUT**) includes off for miles
 15. Canvass Road preference list (Will be credited one (1) yard start for working (V5) L510 on the work week)
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Agreement Details and Signatures (Page 2)

16. Junior person on CTY Yard spareboard available (Will be credited one (1) yard start for working (V5) L510 on the work week)

Should operational changes or otherwise necessitate amendments to this revision, the parties will agree to meet within 30 days of notification by either party. At such time, this revision may be cancelled by either party alone or amended by mutual agreement of both parties.

Signed at Thornton Yard on May 15th, 2014

Name	Title
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Mike Merson	Assistant Superintendent BC South
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Dan Kovacs	Local Chairman Road TCRC-CTY Division 945 Vancouver
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