

BC Rail and CAW 110

Yard to Yard Assignments

The parties have agreed to add the following appendix to the BC Rail/CAW Collective Agreement:

APPENDIX 3

“Yard to Yard” Agreement

1. This Letter of Understanding is being entered into by the parties to address the movement of traffic in and out of BC Rail’s North Vancouver Yard only.
2. It is agreed between the parties that BC Rail Locomotive Engineers (BCRLE) will handle movements directly into CN’s Lynn Creek Yard as directed by CN personnel when operating as a conventional yard.
3. BCRLE will also handle movements back from CN’s Lynn Creek Yard to BC Rail’s North Vancouver Yard when operating as a conventional yard.
4. Notwithstanding any clause in the CAW Local 110 collective agreement, CN employees will handle movements directly into BC Rail’s North Vancouver Yard where they will deliver their train to tracks A2 through A10 as directed by BC Rail personnel. It is understood that no more than one (1) double-over will be required of a CN crew making a delivery to BC Rail’s North Vancouver Yard. Vancouver Wharves traffic will continue to be handled by BC Rail crews. CN crews will not be allowed access to Vancouver Wharves and in no case will they move beyond mile 3.5 Squamish Subdivision.

CN employees will also handle movements back from BC Rail’s North Vancouver Yard to CN’s Lynn Creek Yard. It is understood here as well, that no more than one (1) double-over will be required of a CN crew handling a movement back from BC Rail’s North Vancouver Yard to CN’s Lynn Creek Yard.

5. BC Rail acknowledges that there will be no job loss for BCRLE as a result of this “yard-to-yard” when operating as a conventional yard operation. Should any dispute of any nature arise with respect to the application and administration of this understanding, the parties signatory hereto agree to meet and discuss same within seventy-two (72) hours with a view to attaining a mutually satisfactory resolution.
6. Double-overs referred to in this agreement will be for the purpose of yarding or picking up cars only and will not be used for spotting cars.

7. Yard movements between BC Rail to CN yard, and CN to BC Rail yard, will be reviewed monthly to ensure a balance of work is maintained between BCRLE and CN crews that provides equal or more work to the employees of BC Rail when working as a conventional yard operation. BC Rail will provide this information to the CAW Local 110 North Vancouver Terminal Representative.

Date: March 12, 2003

For BC Rail:

For CAW Local 110
