Bulletin Information http://railcity.cpr.ca/en-ca/HowDoI/Communications/Documents/2014%20new%20brand/CP_Logo_Red_PNG.png

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| DATE: | December 9, 2020 | TYPE: | Instructions | NUMBER: | 223-20 |
| SUBJECT: | 2021 Spareboard Guarantee Information West | | | | |

Spareboard Guarantee Information West

Provided below is information needed to process a spareboard guarantee claim. Included are the Spareboard periods, rates and penalty information. Please note that it is incumbent on the employee to enter Spareboard Guarantee claims correctly and accurately with detailed comments. These claims are subject to audit, and any inappropriate or fraudulent submission may be subject to formal review. **Ensure you are working from the correct Guarantee periods.**

**Calculating earnings: (Using time slip screen)-** Total all your **earnings** for the **guarantee period** (days on spare board) if less than your guarantee entitlement then you may be eligible for a guarantee. The earnings from a general holiday ticket, OA/RA/LW claim or late tie-up of a working trip would be counted.

**Calculating days eligible: (Using work history screen)**

* Calculate number of days eligible to claim a guarantee. An eligible day is any day an employee is on the brakeman spare board for **12 hours or greater**.
* **Prorate** any days not set up on the brakeman spare board or on a non-penalty off statusfor greater than 12 hours in a given day.
* A **prorated** day gets omitted from the calculation of available days on spare board.
* Do not count earnings against the guarantee for a day that is prorated, unless those earnings were earned via spare board work.

Guarantee claims will pay a top up based on the entitlement amount. Earnings and penalties accumulated in each guarantee period, calculated as follows:

‘**Guarantee Entitlement**’ (minus) ‘**Earnings**’ (minus) ‘**Penalties**’ = Amount Payable on Claim

**Examples: (An employee at 100% step rate on the spareboard for 1 week, with one weekday penalty:**

* 7 (Days) X $ 222.85(Daily Rate) = $ 1,559.95 (**Guarantee Entitlement**)
* $ 1,559.95 (**Guarantee Entitlement**) - $ 1,085.20 (**Earnings** on spare board) = $ 474.75- $ 193.19(**Weekday** **penalty**) = **$ 281.56** (Amount payable for guarantee top-up)

**Pro-rated**

Any status other than personal, miss call, sick, excess or extended rest that causes an employee to not be available for work can be considered pro-rated off-status. These days are **not penalized** but instead are **prorated** and as such employees are **not entitled to spare board guarantee for that day**. **Examples: Annual Vacation**, **Earned Day Off** (EDO), **Bereavement**, **Off Miles**, **Company Business**, **Union Business**, **Held** **Out Of Service**, **Investigation**, **On Duty Injury**, **Off Duty Injury** (more than 3 days).

**Penalty**

Reduction in spare board guarantee due to being unavailable for work as outlined in the collective agreement.

* **Miss Call, Sick/Unfit, Personal, Excess Rest, Extended Rest**

**\***Booking **Extended Rest**, or being off sick or personal for **36 hours or more counts as two penalties.**

**Two or more penalties-** If you incur two or more penalties you are **not** entitled to any guarantee payment for that guarantee period

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| **2021 Bi-weekly Guarantee Periods** | | | | | | |
|  | |  |  |  |  |  |
| **Guarantee Period** | | |  | **Included in Pay for Pay Period** | **Guarantee Claims must be submitted by: (23:59 Eastern Time)** | **Deposit Date for Pay Period** |
| **Start** | **End** | |  |
| **07-Dec-20** | **20-Dec-20** | |  | PP 01 | **28-Dec-20** | **7-Jan-21** |
| **21-Dec-20** | **3-Jan-21** | |  | PP 02 | **11-Jan-21** | **21-Jan-21** |
| **4-Jan-21** | **17-Jan-21** | |  | PP 03 | **25-Jan-21** | **4-Feb-21** |
| **18-Jan-21** | **31-Jan-21** | |  | PP 04 | **8-Feb-21** | **18-Feb-21** |
| **1-Feb-21** | **14-Feb-21** | |  | PP 05 | **22-Feb-21** | **4-Mar-21** |
| **15-Feb-21** | **28-Feb-21** | |  | PP 06 | **8-Mar-21** | **18-Mar-21** |
| **3-Mar- 21** | **14-Mar-21** | |  | PP 07 | **22-Mar-21** | **1-Apr-21** |
| **15-Mar-21** | **28-Mar-21** | |  | PP 08 | **5-Apr-21** | **15-Apr-21** |
| **29-Mar-21** | **11-Apr-21** | |  | PP 09 | **19-Apr-21** | **29-Apr-21** |
| **12-Apr-21** | **25-Apr-21** | |  | PP 10 | **3-May-21** | **13-May-21** |
| **26-Apr-21** | **9-May-21** | |  | PP 11 | **17-May-21** | **27-May-21** |
| **10-May-21** | **23-May-21** | |  | PP 12 | **31-May-21** | **10-June-21** |
| **24-May-21** | **6-June-21** | |  | PP 13 | **14-June-21** | **24-June-21** |
| **7-June-21** | **20-June-21** | |  | PP 14 | **28-June-21** | **8-July-21** |
| **21-June-21** | **4-July-21** | |  | PP 15 | **12-July-21** | **22-July-21** |
| **5-July-21** | **18-July-21** | |  | PP 16 | **26-July-21** | **5-Aug-21** |
| **19-July-21** | **1-Aug-21** | |  | PP 17 | **9-Aug-21** | **19-Aug-21** |
| **2-Aug-21** | **15-Aug-21** | |  | PP 18 | **23-Aug-21** | **2-Sept-21** |
| **16-Aug-21** | **29-Aug-21** | |  | PP 19 | **6-Sept-21** | **16-Sept-21** |
| **30-Aug-21** | **12-Sept-21** | |  | PP 20 | **20-Sept-21** | **30-Sept-21** |
| **13-Sept-21** | **26-Sept-21** | |  | PP 21 | **4-Oct-21** | **14-Oct-21** |
| **27-Sept-21** | **10-Oct-21** | |  | PP 22 | **18-Oct-21** | **28-Oct-21** |
| **11-Oct-21** | **24-Oct-21** | |  | PP 23 | **1-Nov-21** | **10-Nov-21** |
| **25-Oct-21** | **7-Nov-21** | |  | PP 24 | **15-Nov-21** | **25-Nov-21** |
| **8-Nov-21** | **21-Nov-21** | |  | PP 25 | **29-Nov-21** | **9-Dec-21** |
| **22-Nov-21** | **5-Dec-21** | |  | PP 26 | **13-Dec-21** | **23-Dec-21** |
|  |  | |  |  |  |  |

Key points to consider with the above calendar:

* Effective August 2008, as per the TCRC-RTE Memorandum of Settlement, the bi-weekly “**Guarantee Period**” **no longer coincides** with the bi-weekly **“Pay Period”.**
* **Guarantee Periods** commence on a Monday and conclude the Sunday of the following week (aligned with 2 weekly crew changes).
* All earnings in the Guarantee Period are compared with entitlement in the same Guarantee Period.
* Claims must be submitted with a **Start Date** of the first day of the Guarantee Period and an **End Date** of the last day of the Guarantee Period.

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| **West Spare board Guarantee Rates - 2021** | | | | | |
|  | |  | | |  |
| **BI-WEEKLY** | | | | | |
|  | **95%** | | | **100%** | |
| Yard West | $2,257.54 | | | $2,376.36 | |
| Protected BK West (Calgary, East and Cranbrook) (1.89) | N/A | | | 1615 | |
| Protected BK West (West of Calgary ) (1.89) | N/A | | | 1615 | |
| Non- Protected BK West (Calgary, East and Cranbrook) | $2,963.73 | | | $3,119.85 | |
| Non- Protected BK West (West of Calgary ) | $2,978.45 | | | $3,135.24 | |
| **DAILY RATE** | | | | | |
|  | **95%** | | | **100%** | |
| Yard West | $161.25 | | | $169.74 | |
| Protected BK West (Calgary, East and Cranbrook) (1.89) | N/A | | | 115 | |
| Protected BK West (West of Calgary ) (1.89) | N/A | | | 115 | |
| Non- Protected BK West (Calgary, East and Cranbrook) | $211.70 | | | $222.85 | |
| Non- Protected BK West (West of Calgary ) | $212.75 | | | $223.95 | |
| **PENALTIES** | | | | | |
|  | **95%** | | **100%** | | |
| Yard West - Weekday | $272.13 | | $286.44 | | |
| Yard West - Weekend | $321.23 | | $338.14 | | |
| Protected BK West (Calgary, East and Cranbrook) (1.89) - Weekday | N/A | | 95 | | |
| Protected BK West (West of Calgary ) (1.89) - Weekday | N/A | | 95 | | |
| Protected BK West (Calgary, East and Cranbrook) (1.89) - Weekend | N/A | | 167 | | |
| Protected BK West (West of Calgary ) (1.89) - Weekend | N/A | | 166 | | |
| Non- Protected BK West (Calgary, East and Cranbrook) - Weekday | $183.53 | | $193.19 | | |
| Non- Protected BK West (West of Calgary ) - Weekday | $184.42 | | $194.13 | | |
| Non- Protected BK West (Calgary, East and Cranbrook) - Weekend | $321.23 | | $338.14 | | |
| Non- Protected BK West (West of Calgary ) - Weekend | $321.23 | | $338.14 | | |

Allan Cake

Manager Crew Resources