

Teamsters Canada Rail Conference

Division 796



New Member Quick Reference Guide for CN Rail New Hires
2013

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Disclaimer

The information contained in this guide is for reference purposes only. It is not an official interpretation of the Collective Agreement 4.3. The opinions expressed in this guide are those of the authors. They do not necessarily represent the opinions of the General Chairman of the TCRC-CTY. Interpretations contained in the FAQ section or any other section of this document are solely the opinion of the author and do not represent the TCRC's legal interpretation of the Agreement. The General Chairman's Office retains ownership of this right. Any references made to the Agreements contained herein are just that.

Please refer to Collective Agreement 4.3 Between **CANADIAN NATIONAL RAILWAY COMPANY & UNITED TRANSPORTATION UNION** (Now **TCRC**) for actual Collective Agreement language. As stated before. This is just a reference guide.



Note from the President and Executives of Division 796

This Quick Reference Guide was created to serve as an easy and educational reference to Collective Agreement 4.3. Also included is a brief history on the Teamsters and where we fit in as Division 796.

Upon reading this guide I hope you will

have a good understanding of how the

Collective Agreement is applied to your everyday life at CN Rail.



We also hope this guide serves to educate our members on what the purpose of the Union is, and what resources are available to the members of Division 796. In addition to reading this guide we hope you take the time to attend our Monthly Union Meetings when possible. That is the only way you will stay up to date with current events, and allow your voice to be heard amongst others. The TCRC and Division 796 are a democratic Union and the only way you will be properly represented is if you take part. It is a pleasure for us to fight for our rights and uphold the Collective Agreement. Reporting Violations is an important part of that process. In this guide you will find information on “What is a Collective Agreement Violation” and as well information on how to report one. Thank you for taking the time to read this. We only hope it serves to help you better to understand the tools that are in place for our use.

In Solidarity,

Ali Raza Khan
Vice Local Chairman
TCRC-CTY Division 796



TCRC Div 796 Union Member and Collective Agreement 4.3 Quick Reference Guide

Information about your Union

Why a Union?

Without a Union, the employer has few limitations on how to treat employees and organize work. A non unionized employee is only protected by the minimum standards of the relevant Labour Laws. If there is a violation of a section of the Labour Law, or any regulation, the employee has a choice to act alone or to hire his own lawyer to defend himself against his employer. Employers sometimes abuse their power to ignore the Labour Standards including Health and Safety Regulations, knowing that it takes a lot of courage and money of a non unionized employee to file a complaint against them and to be successful. When faced with such an employer, non unionized workers often quit that job and simply move on.

With a Union in the workplace, you have one strong Voice. You benefit from all the rights included in Labour Laws, and you also limit the management's rights through the Collective Agreement. The Union is the Bargaining Agent that will negotiate a Contract to gain Rights, Terms & Conditions of Work and Pay in excess of the Minimum Standards. Terms and Conditions of employment will be voted on, and decided by the majority of the Union membership and will be written in a legal document called a Collective Agreement.

Very Vague History

The International Brotherhood of Teamsters officially came into existence in 1903, when two rival Organizations, the Teams Drivers International Union, formed in 1899 and the Teamsters National Union of America, formed in 1902, aligned their strength to improve the lot of the team drivers and warehousemen. It was in 1906 when the first Canadian joined the Teamsters Union. Over the years, as America changed, the Teamsters changed also. In 1912, the first transcontinental delivery of merchandise by motor truck made transportation history.

With the new mode of transportation, came new problems and new needs. It was during these early years that the Teamsters earned a reputation for being a strong, dynamic, militant Union that stood up for its rights and its jurisdictions.

The 1920's and 1930's were important periods of transition and growth for the Union. Ever expanding and strengthening its base, the IBT affiliated with the Canadian Trades and Labour Congress. The Union developed its internal structure, using the concept of Joint Councils and Area Conferences.



It is in 1906 that the first Canadian joined the Teamsters Union. The Canadian Conference of Teamsters was created in 1976; this was done in recognition of the special needs, interests and aspirations of its Canadian membership. The Canadian membership has grown from 74,000 members, to more than 100,000 members today. In 1992, a motion was presented to the General Executive Board to change the name of the 'Canadian Conference of Teamsters' to 'Teamsters Canada', in recognition of the special sovereign needs of Canadians. In 1994, delegates at the Teamsters Canada Special Convention approved bylaws changes which authorized Teamsters Canada to take a greater role in administering the affairs of Canadian members and affiliates within the International Union.

In 1994, Teamsters Canada created a strike fund for its Canadian membership. This strike fund is administrated by Teamsters Canada Financial Service Department.

In 1995, Teamsters Canada negotiated the terms of a proposed Canadian sovereignty amendment to the International Constitution, which would grant Teamsters Canada more autonomy and control over Canadian membership issues. To that effect an amendment was passed at the International Convention in 1996 creating the post of President of Teamsters Canada; the candidate to that post is to be elected by Canadian membership.

In 2003 the Teamsters Canada Rail Conference was created as some Locomotive Engineers and Conductors from different Rail Carriers merged with Teamsters Canada.

In 2007-2008 the Conductors, Traffic Coordinators and Yardmen formerly represented by the United Transportation Union are successfully organized into the Teamsters Canada Rail Conference.

Locally this results in the absorption of the members of UTU Local. The members are added to TCRC Div 796 and all operating crafts are united under one Umbrella. Currently there are over 300 members consisting of Locomotive Engineers, Conductors, Traffic Coordinators, and Yardmen.



History of our logo

At the turn of the century, Team Drivers were delivering merchandise with horse-drawn wagons, where from the name Teamsters.

The middle circle of the logo represents the wheel of a horse-drawn wagon, which explains the wheel-and-horse heads logo.

Over the years, we have heard different interpretations as to why the two horses were looking in opposite directions. However, only one was retained – it represents the two rival unions that joined forces in 1903 to form the International Brotherhood of Teamsters.

More detailed information about the International Brotherhood of Teamsters, Teamsters Canada, the Teamsters Canada Rail Conference or TCRC Div. 796 can be found on their respective internet sites.



Canada Labour Code vs. Collective Agreement

Your rights and issues that you will face as an employee of CN Rail can be divided into two categories. Legislative Issues and Collective Agreement Issues. Legislative Issues refer to the Canada Labour Code, and any other Law, Statute or Regulation that applies to an employer in Canada. The latter, refers to the negotiated agreement that is known as Collective Agreement 4.3. Our Union Executives are also categorized this way. Our Legislative Representative deals with the issues related to The Code and Workers Compensation. Our Local Committees deal with your rights under the Collective Agreement.

Legislative Issues represent the basic human rights of an employee that works in Canada. The most basic and important right is the right to work in a safe environment free of hazards to your health and safety. Some of your rights under the Canada Labour Code and the Collective Agreement are explained in more detail later on. However it is important to know the difference in order to progress a grievance to the proper authority. Any issue where your health and wellbeing are in jeopardy or could be in jeopardy are typically covered by the legislative department. Bob Ballantyne and Matt Pfeiffer are the Legislative Representatives for Division 796. Their contact information is available in the contact section of this guide.

All other issues typically pertain to the collective agreement. The local committee for the class of service you are working in will handle those grievances.

Locomotive Engineers are represented by Rick Cerilli, Brian Larson and Bernie Gron.

Conductors in Road Service are represented by Henri Lauzon, Ali Raza Khan and Jostein Thorbjornsen.

Trainmen in Road Service are represented by Mike Johnson, Curtis Torhjem and Brent Medwid.

Conductors working in Yard Service are represented by Steve Hartley, Domenic Scozzafava, and Tyler Warawa.

Traffic Coordinators are represented by Mike Zenowski, Azhar Qureshi and Devin Sandhu.



The chart below can show how a Legislative issue differs from a Collective Agreement issue.

Legislative	Local Committee
<ul style="list-style-type: none"> - Right to Refuse Unsafe Work - Statutory Holidays - Maximum Hours of Service - Blocking Crossings - Instructed or Compelled to Violate CROR - Conditions of Lunch Room Facilities - Washrooms and Washroom Breaks - Discrimination - Harassment - Injuries While On Duty - Workers Compensation Claims - Illness and Injuries non work related but affecting your job. 	<ul style="list-style-type: none"> - Twenty Minute Paid Lunch between 4 and 5 ½ hours. - Hot Meal after 9 hours - Rest After 10 or 11 - Where you can work - Craft Autonomy (What you can Do) - How much you get paid - Bidding Jobs and how they are awarded - Days Off - Discipline - Forced away from home - Supervisors Performing our Work - Personal Leave Days

These represent just a number of issues that employees of CN Rail might face. I hope you now understand when a grievance involving a rule, regulation, or Canada Labour Code issue should be progressed to the Legislative Committee Or in the case of a Collective Agreement issue, the Local Committee.



Canada Labour Code Part II

Part II of the [*Canada Labour Code*](#) provides an employee with three rights:

- ❖ **Right to Know;**
- ❖ **Right to Participate;**
- ❖ **Right to Refuse.**

Right to Know

Through the provisions of the Code, employees have the right to be informed of known or foreseeable hazards in the work place and to be provided with the information, instruction, training and supervision necessary to protect their health and safety.

This right to know is strengthened by ensuring that the methods of communication are appropriate for all employees, including employees with special needs.

Through their health and safety committees or representatives, employees are given the right to have access to government or employer reports relating to the health and safety of employees, but do not have access to medical records of any person except with that person's consent.

Right to Participate

As Health and Safety Representatives or Committee Members, employees have the right and the responsibility to participate in identifying and correcting job-related health and safety concerns.

Employers who employ 300 or more employees are required to establish a policy health and safety committee. The purpose of the policy committee is to handle issues that are organization-wide in nature. Because these types of issues go beyond a single work place, there is a need for a more strategic or global approach for their resolution.

Part II of the [*Canada Labour Code*](#) further provides for employee participation through the use of an internal complaint resolution process.



Right to Refuse

An employee, at work, has the right to refuse dangerous work if he or she has reasonable cause to believe that:

- ❖ **a condition exists at work that presents a danger to himself or herself;**
- ❖ **the use or operation of a machine or thing presents a danger to the employee or a co-worker;**
- ❖ **the performance of an activity constitutes a danger to the employee or to another employee.**

The Company cannot discipline an employee for invoking part II of the Code unless the employee abuses it. The burden of proof is on the employer to prove that the employee abused his right to refuse to the Canada Industrial Relations Board before disciplinary action can be carried out.



FAQs:

- Q.** If it is investigated and deemed that I should not have refused work, can I be punished?
- A.** As long as your refusal was for a legitimate safety concern you cannot be disciplined. Note why you felt threatened and why you felt unsafe. As long as your refusal was from a legitimate safety concern and not out of spite for the company, you cannot be disciplined.
- Q.** Railroading is a typically dangerous job with hazards all over the place. Where do I draw the line for unsafe?
- A.** You cannot invoke part II for something that is inside your normal duties. For example, Coupling hoses up on a track without a proper protection is hazardous. Many people have been killed and injured doing this. However through proper knowledge, training and protection with the rules, the hazard level is significantly reduced. You cannot refuse to couple up hoses in a track under Part II if all of the necessary precautions are met. However, if the necessary precautions are not met or certain safeguards are not in place, than it is up to you to decide if the task is unsafe.
- Q.** I want to invoke part II, who should I call?
- A.** You must contact your immediate Supervisor and advise them the reason you feel that the instructions given are unsafe. If the Supervisor remedies the situation, you can return to work and file a grievance with the Legislative Rep. However if the Supervisor does not agree with you and or refuses to remedy the unsafe situation than let the Supervisor know that you are invoking part II. It is than imperative that you do not do the unsafe task until it has been investigated by CN's Risk Management and your Union's Legislative Committee. The Company likely will not call the union so be prepared to call your Union Rep for your own protection. You should try your Legislative Reps first. If none are available, the Local Committee Representatives will come until the LR gets there. It is very important in a situation like this to act calmly and professionally, and take notes of what is said and done.



Meals, Rest and Other Breaks

Articles 78 and 100 are the most often talked about articles in our Collective Agreement. These are used on a daily basis for each and every yard shift. There are remedies in effect in the event that your rest, lunch, or hot meal provisions are blatantly and wilfully violated by the company. It is necessary to notify the company before one of these violations occurs so that they can attempt to comply with them. It is important to note the times as well as to whom you gave notice to. In the event of a grievance, this information will be important for pursuing a resolution (remedy payment).

Article 78 refers to Rest, the maximum amount of time that the company can make you work under our Collective Agreement before relieving you with another crew.

ARTICLE 78 Rest

78.1

Yard service employees will have the right to book rest after 11 hours service upon two hours notice to the proper officer of the Company or their delegate.

78.2

When a yard crew works 8 hours and ties up, they will be entitled to book rest but in the event that it is necessary for them to work overtime, they may be required to work 11 hours from the time they started work before booking rest. Three hours is the minimum and fourteen hours the maximum rest that may be booked upon completion of a tour of service in yard service.

78.3

In the application of Article 78 conductors (yard) working a yard conductor only transfer movement will have the right to book rest after 10 hours service upon 2 hours notice to the proper Officer of the Company or delegate.

Upon giving notice to your supervisor the Company must relieve you after 11 hours on duty. You may book anywhere from three hours to fourteen hours of rest. Rest booked must be in complete hours. For example you can not ask for five hours and fifteen minutes of rest. If the shift you were called to work is a reduced crew conductor only transfer, you can book rest after only 10 hours on duty. In either instance, the best time to give notice is when it becomes apparent that overtime will be required. Notice for rest is normally given to the Yard Traffic Coordinator to be passed on to the GST. You may give notice to the GST or Trainmaster directly if you happen to speak to them.



ARTICLE 100

Lunch Time

100.1

Yard crews will be allowed 20 minutes for lunch between 4 and 5-1/2 hours after starting work, without deduction in pay.

100.2

Yard crews will not be required to work longer than 5-1/2 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefore.

100.3

When it is determined that more than 1 hour of overtime work is required, yard service employees will advise the traffic coordinator if they wish a hot meal. Upon receipt of such advice the traffic coordinator will arrange the work in such a manner that the crew will have the opportunity to have a hot meal at the completion of 9 hours of work. The crew will take their hot meal as a unit with the minimum time necessary to obtain a hot meal.

Note: This paragraph does not preclude the Traffic Coordinator advising the crew after the seventh hour that overtime will be required and the crew may be released by the Traffic Coordinator then or later for a hot meal. When released it will not be necessary to provide an opportunity of obtaining a hot meal at the completion of 9 hours of work.

(Refer to Addendum 51)

Yard crews are allowed twenty minutes for a paid lunch break between four and five and a half hours after starting work. After four hours into your shift it is a good idea to give notice for lunch. Although the Collective Agreement does not say that notice is required, it is often the Company's contention that employees silently consent to having their lunch provisions violated by not addressing the matter with their Supervisor. The Company seeks to prove that employees wait to have their lunches and hot meals violated so that they can enrich themselves by filing a grievance and claiming a remedy payment.

Crews that work in excess of one hour of overtime are entitled to have a hot meal. Notice for the hot meal is usually given at the same time as notice for rest. Once notice for the hot meal is given, it is understood that after nine hours of work, the Company must provide you with a taxi to a restaurant for a hot meal. It is agreed between the Union and the Company that the location of your hot meal does not have to be a fast food restaurant. Locations for hot meals must be reasonably close to the yard that you are working in. There is no designated time limit for a hot meal. You will be taken to the restaurant. When you are finished eating you are returned to the yard where you may then continue working until booking rest. You do not go off pay while having your hot meal.



In either case (lunch or hot meal) it is a good idea to remind the Traffic Coordinator, when approaching the limits of the requirement for a lunch or hot meal. For example:

At four hours and thirty minutes into the shift, the Traffic Coordinator assigns a five page switch list that likely will not be completed by the time you will have five and a half hours into your shift. At this time you should enquire about the lunch.

Separate from Article 100 (Lunches and Hot meals) we have Addendum 51. A copy of Addendum 51 can be found in the back of the Collective Agreement. Addendum 51 provides for breaks from the elements of weather as well as coffee, and other breaks, throughout the shift. Addendum 51 makes several references to that employees will be provided the opportunity for relief from the elements of weather and, subject to the requirements of service, they will be afforded the opportunity for breaks during their shift. Therefore, breaks under Addendum 51 may not always be granted. Understand that Addendum 51 breaks may be denied by the Supervisor. If you need to use the washroom, re-hydrate with water, or apply sunscreen, than that is a health and safety issue that does not apply to the application of Addendum 51. If you feel an Addendum 51 break has been wrongfully denied, file a grievance. There is currently no remedy payment involved with Addendum 51; however information is needed when these breaks are declined so that we can ensure proper application of Addendum 51.

ARTICLE 153

Time Off

153.1

- (a)** Employees in unassigned Road Service (including a joint spare board) shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 1075 miles of compensated service.
- 1.** Employees who desire to exercise this right must do so upon going off duty after having accumulated a minimum of 1075 miles of compensated service.
 - 2.** Employees who desire not to exercise the right to book time off in the application of item a) above will not again be entitled to book time off under this provision until a further 1075 miles of compensated service has been accumulated.



3. Employees shall give notice of their intent to exercise this right upon the commencement of each reset cycle of 1075 miles.

NOTE 1: Compensated service in the application of item a) herein shall mean those miles which are considered as “chargeable miles” in the application of Article 44 (4.3).

NOTE 2: For purposes of time off, the calculation of miles shall be reset to zero on the employee’s mileage date.

- (b) Employees in unassigned service other than as identified in item a) herein, shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 40 hours of compensated service as follows:

1. Employees who desire to exercise this right must do so upon going off duty after having accumulated a minimum of 40 hours of compensated service.
2. Employees who desire not to exercise the right to book time off in the application of item b) 1 herein will not again be entitled to book time off under this provision until a further minimum 40 hours of compensated service has been accumulated.
3. Employees shall give notice of their intent to exercise this right when called for the shift in which it is anticipated that they will achieve forty (40) hours.

NOTE 1: For the purposes of accumulating 40 hours, overtime shall be counted as straight time.

NOTE 2: For purposes of time off, the calculation of forty (40) hours shall be reset to zero on the employee’s mileage date.

- c) Employees on a joint spare board, who work a tour of duty in Yard, Road Switcher, or as a Traffic Coordinator will, in the sole application of this article, apply the following conversion rule in the computation of the 1075 miles:

Hours to Miles

5 minutes	2.24 Miles
1 hour	26.87 Miles
8 hours	215 Miles



The above article 153 refers to what is often referred to as the 'EO' (Excused Absence). In short, while holding the yard spare board you are entitled to book from three to forty-eight hours rest upon completion of forty hours of work. This is the closest thing to a weekend that yard spare board employees get. To book an EO you must first send time off intent in CATS. How to do this is explained in the CATS Quick Reference section of this guide. When you are entitled to take your EO you will be told in CATS when you tie up. A message will appear at the bottom of the screen that says "Certification Pending for Time Off" at this time the cursor will automatically be over the field where you can enter from three to forty eight hours depending on your needs. EO works like personal rest in the sense that you hold your turn on the board until your rest expires. Note: Any rest booked exceeding fourteen hours including the EO will have a negative effect on any guarantee payment that you may be entitled to.



FAQs

- Q.** I was called for a belt pack assignment. Is this considered a reduced crew under Article 78.3?
- A.** No. Article 78.3 applies to conductor only transfer assignments only. Belt pack crews can work up to 11 hours.
- Q.** I had three hours and forty five minutes on duty. The Yardmaster gave me a switch list that would take me more than two hours to complete. He then asked if I wanted to have lunch now or after completing the list. Can they make me have lunch before four hours on duty?
- A.** At times, they may ask you to work outside of the provisions of your Collective Agreement. Keep in mind that if you take lunch early, you may now have to work up to five hours without any breaks before the end of your shift or hot meal. In this instance the best thing to do is ask the Yardmaster what needs to get done first. You feel it is too early to have lunch, but you don't think you will be able to complete all of the work in time for lunch. Look for a compromise so that you can get what they need done now and still get your lunch break in a timely manner. If the Company forces you to take lunch outside of the parameters of the Collective Agreement, than file a grievance. This will hopefully deter them from doing it in the future.
- Q.** My Locomotive Engineer wants to work for twelve hours and not giving notice for rest. I don't feel like working that long today. What should I do?
- A.** Give your notice for rest. It is your right to have rest at 11 hours (10 hours on a reduced crew transfer). Your Engineer should respect that. The Company can still assign someone else to work with him after you go home.
- Q.** It is really a hot day; I'm sweating and trying to drink lots of water. I have to use the washroom but the Supervisor will not give me a break. He keeps saying that we had our 20 minute lunch; we need to get the train built and my car count numbers are not where they should be. I asked for an element break but he says they are for when it's thirty below in winter. Doesn't addendum 51 give me the right to an element break?
- A.** Yes. Breaks from the elements of weather are not confined to cold weather. In this instance you should let the Supervisor know that you have to use the washroom. Also tell them that you are concerned for your health and the health of your co-worker. You would like a short break to use the washroom, re-hydrate, and apply some sunscreen. Chances are the Supervisor will see the light. If this is not the case, keep in mind your rights under Part II of the Canada Labour Code to a safe work environment. If you do not feel you are in danger of dehydration, heat stroke, sunburn etc. than file a grievance. Your Union Rep will likely argue Addendum 51.



- Q.** I had accumulated miles towards my EO. Now I've gone to a regular assignment. Why can't I take my EO?
- A.** Eos' are only applicable to employees in unassigned service.
- Q.** My EO miles have been zeroed but I didn't get my EO. How can this happen?
- A.** Perhaps you forgot to send notification. Once you've accumulated 40 hours if you have not sent notification or you choose not to take your EO, your mileage simply resets to 0. Then you must wait until accumulating another 40 hours before you are entitled to take an EO. Your mileage also resets on your mileage date.



Conductor Only Transfers

A full crew by today's standards consists of a Locomotive Engineer, a Conductor and an Assistant Conductor. Sometimes the Conductor is referred to as a Forman and the Assistant Conductor the Helper. Historically crews even included a Field Man (helper), a Pin Puller and a Fireman (on steam engines). At one time a yard crew could have as many as five men. On belt pack assignments the Locomotive Engineer is replaced by a Computer Controlled Locomotive. And only a Forman and Helper are used. In the Greater Edmonton Terminal we also have reduced crews of a Forman and a Locomotive Engineer. These crews are limited to the amount of work that they can perform. The intent of this article is to give the company some leeway with calling a full crew, when the duties of that crew can be easily and safely accomplished by a reduced crew. Article 83A sets out the limitations of a reduced crew.

ARTICLE 83 A

Consist of Crews - Conductor (Yard) only Transfer

83A.1

Notwithstanding the provisions of Articles 82 and 83 yard transfers may be operated with a conductor (yard) but without an assistant conductor provided that:

- (a) Such transfer movements are operated without a caboose;
- (b) At the originating yard or interchange, doubling is limited to that necessary to assemble the transfer movement for departure;
- (c) At the destination yard or interchange, doubling is limited to that necessary to store the transfer movement upon arrival;
- (d) Switching required for conductor (yard) only transfer will be limited to that necessary to meet the marshalling requirement, remove any misrouted cars or set out bad order cars;
- (e) Such transfer movements will make no more than two stops en route, in any one direction, between the originating and destination yards or interchanges for the purpose of taking on and/or setting out a car or group of cars together;
- (f) Such transfer movements are not required to perform switching en route (i.e., between the originating and destination yards or interchanges) except as may be required in connection with the taking on or setting out of cars as, for example, to comply with the requirements of rules and special instructions which govern marshalling.



The key points in Article 83A that are applicable to the GET are points A thru D. First off, your transfer movement cannot have a caboose. This has not been a problem in the last decade. When putting your transfer together at the originating yard, you do not have to perform any work that is not connected to your transfer movement. That is switching any tracks, spotting customers or rescuing other trains and assignments. There is no limit to the amount of double over that you may have to do to assemble your train. As long as they are the part of your transfer. When arriving at the destination yard, you simply fill up whatever track you are instructed to yard into, and double the balance over to another track. You are not required to switch out your transfer, or spot it at a Customer Industry. Any deviations from this should be addressed with the company official issuing the instructions. If the officer is not agreeable, a Grievance should be filed.

Article 75.2 sets out additional conductor only premiums that are given to conductor only transfer crews.

75.2 The following will apply for successful completion of conductor (yard) only transfer movements:

one way transfer - \$13.00
two way transfer - \$23.00 additional

In the application of the foregoing a transfer is defined as handling railway equipment from an originating yard or interchange to the destination yard or interchange. The allowances shall be paid once per shift or tour of duty. The incidental use of another employee to assist a conductor (yard) only transfer will not preclude premium payment under this paragraph.

These premiums are paid as miscellaneous claims when tying up in CATS. Currently Company policy does not require authorization from a company officer. If you are on a Conductor Only Transfer that only succeeds in one direction you are entitled to a T1 claim of \$13.00. In the event that you successfully operate in both directions and return to the yard from which you were called, a T2 claim of \$36.00 is claimed.



FAQs

- Q.** I was called for a CO Transfer from Bissell to Clover Bar. I was instructed to pull all tracks from a (M Zone) Customer Industry, and double to the cars which I had from Bissell. Is this a violation of the CO Agreement?
- A.** Yes, grieve this. The intent of Conductor Only Transfers is to give the company leeway with crew size when operating a 'point a' to 'point b' transfer. The company must not use a conductor only crew to replace the work that a full crew yard crew would be performing at customer industries.
- Q.** I operated a CO Transfer from Walker Yard to Scotford Yard. At Scotford they put me in a taxi to River Bend to rescue a Train (411) and bring it to Walker. Is this a violation of the CO Agreement?
- A.** No. The Train (411) now became your return transfer. Once you deliver the Train (411), you have completed the requirements of your assignment. You are entitled to the T2 Claim and should be released by the on duty officer.
- Q.** I went two ways on a CO transfer. The Trainmaster now wants me to keep working. Is this a violation of the CO agreement?
- A.** Local Officers do not understand the Rates of Pay Provisions (Article 75) of our Collective Agreement. They feel that you are paid for eight hours and you should stay here "imprisoned" for that long. The facts are clearly explained in the basic day section of this handout. You should not leave the property until released by a supervisor however any extra work assigned over and above your two-way transfer should be grieved.
- Q.** I completed my transfer in one direction to Clover Bar Yard. I than built my transfer for my return. I was out of time and relieved before departing Clover Bar Yard. What do I claim with regards to Article 75.2?
- A.** As you didn't complete a two way transfer, you are only entitled to a T1 claim.
- Q.** I brought 100 Grain Empties from Bissell Yard to Walker Yard on a reduced crew transfer. I had 60 cars for Lavoy on the head end and 40 cars for Camrose on the tail end. I was told to make a specific cut separating the Lavoy cars from the Camrose cars. The track I was in could have held more cars. Is this a violation of the CO agreement?
- A.** Yes. This violates Article 83A (C) and (D). Making a designated cut in the interests of operational convenience is switching over and above what is required to store the transfer movement upon arrival. Grieve this.



- Q.** When I arrived at Clover Bar with my CO Transfer, I was told that the utility person was going to help me put it away. I was given a list with four designated cuts and I had to put the train into four different tracks. Glad the utility man was there to help, but isn't that a violation of the CO agreement?
- A.** Yes it is. By working with the utility man, it does not mean that Company can provide you a list to start switching. Utility person is there to help you by getting switches or making joint but you can not switch. You have to file a Conductor Only Violation grievance.



Discipline and Investigations

Employees cannot be disciplined without first having an investigation (Art. 117.1)

ARTICLE 117

Discipline

117.1

No employee will be disciplined or dismissed until the charges have been investigated; the investigation to be presided over by the employee's superior officer. The employee may, however, be held off for investigation not exceeding 3 days, and will be properly notified, in writing and at least 48 hours in advance, of the charges against the employee. Investigations will only be scheduled to start between 0800 and 1700 hours, at the employee's home terminal, or otherwise if mutually agreed upon between the Local Chairperson and the Company.

117.2

Employees may have an accredited representative appear with them at investigations, they will also have the right to hear all the evidence submitted and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on the employee's responsibility.

The company will provide you with a "Notice to Appear" in writing. The NTA will include the date, time, and location of the investigation. You have the right to have a union representative present during the investigation. It is important that you contact your Local Chairman as soon as you receive your notice so he can arrange for an accredited representative to attend. The representative will cross examine witnesses, challenge evidence, and ask you questions relevant to your defence. Your representative is there to ensure that all of your rights under the collective agreement are respected and to ensure a fair and impartial investigation.

117.3 (a)

Unless otherwise mutually agreed, employees must be advised in writing of the decision within 28 days from the date the employee's statement is completed. If a decision is not rendered within 28 days, the employee will be considered to be exonerated. When a request for an extension in the time limit is made, concurrence will not be unreasonably withheld.



(b)

If not satisfied with the decision, employees will have the right to appeal in accordance with the grievance procedure. On request, the General Chairperson will be shown all evidence in a particular case.

Following the investigation, the company has 28 days to render a decision. If you do not receive a "Form 780" within 28 days you will be considered exonerated. The company may ask for an extension. When you receive your Form 780 contact your union representative. You and your rep will discuss the outcome and you can make the decision to accept the discipline if you agree it is fair, or to appeal it under the grievance procedure.

After one full year of discipline free service from the time your last Form 780 was issued twenty demerits points are removed from your record. Accumulating sixty demerit points or more will result in your dismissal.

Employees called in for investigations will be paid in accordance with Article 123

ARTICLE 123

Held For Investigation OR Company Business

123.1

Employees held for Company's investigations or on Company business on the order of the proper officer, will be paid as provided in paragraphs 123.2 and 123.3.

123.2

Employees in assigned service will be paid for actual time lost; when no time is lost pay will be allowed hour for hour for the first 8 hours in each 24 hours so held (computed from time required to report or to deadhead) on the basis of 1/8th of the daily rate applicable to the service in which usually engaged.

123.3

Employees in unassigned service or on the spare board will be allowed pay hour for hour for the first 8 hours in each 24 hours so held (computed from time required to report or to deadhead) on the basis of 1/8th of the daily rate applicable to the service in which usually engaged, and if they lose their turn pay will be allowed for a full day of 8 hours or actual time lost when such time can be clearly determined. Employees who lose their turn will take their standing on the board as from the time they are released. When held under these provisions, employees may, as locally arranged, hold their turn on the working board. Employees will be afforded the opportunity to book up to eight (8) hours rest upon completion.



123.4

Actual reasonable expenses will be allowed when away from home terminal.

123.5

In the application of this article, no allowance will be made for deadheading.

123.6

Insofar as employees on joint spare boards are concerned, the applicability of this article and the daily rate to be applied shall be determined on the basis of the service last performed.

If you are on an assigned job, you must phone the crew office at least three (3) hours before the shift you are going to miss for the investigation is scheduled to begin. Tell the crew dispatcher that you are booking off for an investigation. If the crew dispatcher requires the name of the investigating officer, give them the name that signed your Notice to Appear. You will submit a "copy claim" for the shift you lost while you were attending the investigation. Your representative can help you do this. If the investigation is scheduled on your assigned rest day, you will be paid for actual time.

If you are on a spare board, you must book yourself off through a crew dispatcher. Care must be taken not to book off too early, or too late for that matter. Keep in mind that you are entitled to be properly rested going into the investigation. If you have any questions about this don't hesitate to contact your union representative.

You will be paid the actual time for your investigation on an hour for hour basis. What this means is if the Investigation takes two hours and twenty minutes, you will submit a claim for three hours pay. Claims are submitted under standalone claims. The claim code for Investigations is 16. If your spare board turn goes out you will submit a copy claim for the shift missed. More information on Copy Claims is included in the CATS Basics section of this guide.



FAQs

- Q.** What is a Form 780?
- A.** The Form 780 is issued by the Company whenever discipline is assessed. The Form 780 contains Information about what is being assessed, who made the decision, and why. The Form 780 also contains previous discipline history and the date the discipline takes effect.
- Q.** A supervisor handed me a notice to appear after my shift. Don't they have to mail it to me?
- A.** Registered Letter is the official way to deliver a NTA however, it is accepted practice for the Supervisor to hand deliver it to you while you are at work as long as it is at least forty-eight hours before the investigation is scheduled to begin.
- Q.** Somebody told me that if I go to the investigation without a Union Rep the Company will be more lenient.
- A.** This may be true. In the Company's illegal effort to undermine the Union, they have in the past shown leniency when an employee attends the investigation unrepresented. However keep in mind that this is a Union busting technique that is the subject of an unfair Labour practices charge filed by the union with the CIRB. Also in the event that they are not lenient in your case, it could be difficult for the Union to appeal unfair discipline assessed to you if you didn't have a Rep. Going into an investigation un-represented does not portray confidence to the employer, rather it is a sign of weakness that you are not being backed by your Union. The Representative is trained to recognize and react to certain tactics employed by the Company during the course of your investigation which are in violation of your rights. In short, it is recommended that you bring an accredited Union Representative to your investigation.
- Q.** I am scheduled for an investigation at 10:00 tomorrow. I'm lined up for tonight's midnight shift. When should I book off?
- A.** The key is to be rested when you attend your investigation so that you can think clearly and help your own defence. If you were to work at midnight and not incur any overtime it would make for a long day. Even worse if you are forced to work for eleven hours you will be late for your investigation. I would suggest booking off if you don't get called for 1800. That way you are protecting the afternoon shifts but wouldn't have to work that night before the statement. The best thing to do is discuss your situation with your Representative who has had experience dealing with this.



- Q.** What if there is no Union Representative available to represent me?
- A.** The Local Chairman for your Local Committee will attend your investigation or appoint a Vice-Local Chairman to attend. If nobody is available, your Union Representative will work with the investigating officer to try and reschedule the investigation for a time that someone will be present. If you don't find a Union Rep and you go by yourself for the statement, let the investigator know that you couldn't arrange a Union Rep and you feel that you are not having a chance for a fair and impartial investigation.



Grievance Procedure

Article 121 of the Collective Agreement covers how grievances are to be resolved between the Company and the Union without a work stoppage. The Grievance procedure is divided into three steps.

Step I: Presentation of the grievance to the immediate supervisor.

This step is covered by discussing the issue with the Operations Coordinator. Once it becomes apparent to you that a Collective Agreement violation is likely to occur, notify the GST / Trainmaster. It is important to note who the GST / Trainmaster is and include his / her initials in your violation forms for the grievances. In the instance of a run around grievance or a time claim, Step I is covered by initiating a stand alone claim in **CATS**.

Step II: Appeal to District Superintendent.

If you do not get a resolution after discussing the matter with your immediate Supervisor, or your Stand Alone claim is declined, you will submit your violation to your Local Committee. We are trying to put the grievance system on TCRC Div 796 Website as well. More information is available from the “Submitting a Violation” section of this guide. You have 28 days to submit a grievance from the date of occurrence. After you submit your violation to your Local Chairman, he/she will write a Step II Letter and submit it to the District Superintendent. In the case of discipline assessed, Step I is skipped and the appeal goes straight to Step II. The time limit on discipline is thirty days. The Superintendent should respond within sixty (60) days.

Step III: Appeal to Vice-President.

If the Time Limit expires or the response from the Superintendent is not favourable, the third step is a submission of the grievance to the General Chairman’s office for resolution. The General Chairman appeals to the Vice-President or Labour Relations to resolve the grievance within sixty (60) days of the Superintendent’s decision. If the two parties cannot agree, then the matter is forwarded to the Canadian Railway Office of Arbitration. Here an Arbitrator is appointed to hear both parties and make a final and binding decision.



Few other key points:

Time limits specified in the grievance process may be extended by mutual agreement between the Company and the Union. In instances where discipline exceeds thirty demerits, involves a dismissal, suspension, or restriction Step I and II are skipped. The grievance is immediately progressed at Step III.

Some Collective Agreement violations have remedy payments attached to them. The purpose of a remedy is to ensure the continued correct application of the Collective Agreement and deter the Company from blatantly violating the Agreement.

It is very important to file the violations so Union can file the grievance on your behalf. We strongly recommend you all to file the violations so we can stop Company to keep violating our Collective Agreement.



Submitting a Violation

When a violation of your Collective Agreement takes place, it is important to have notes that you can refer back to. You will likely be writing your grievance request hours or even days later. It is important that you contain the following information.

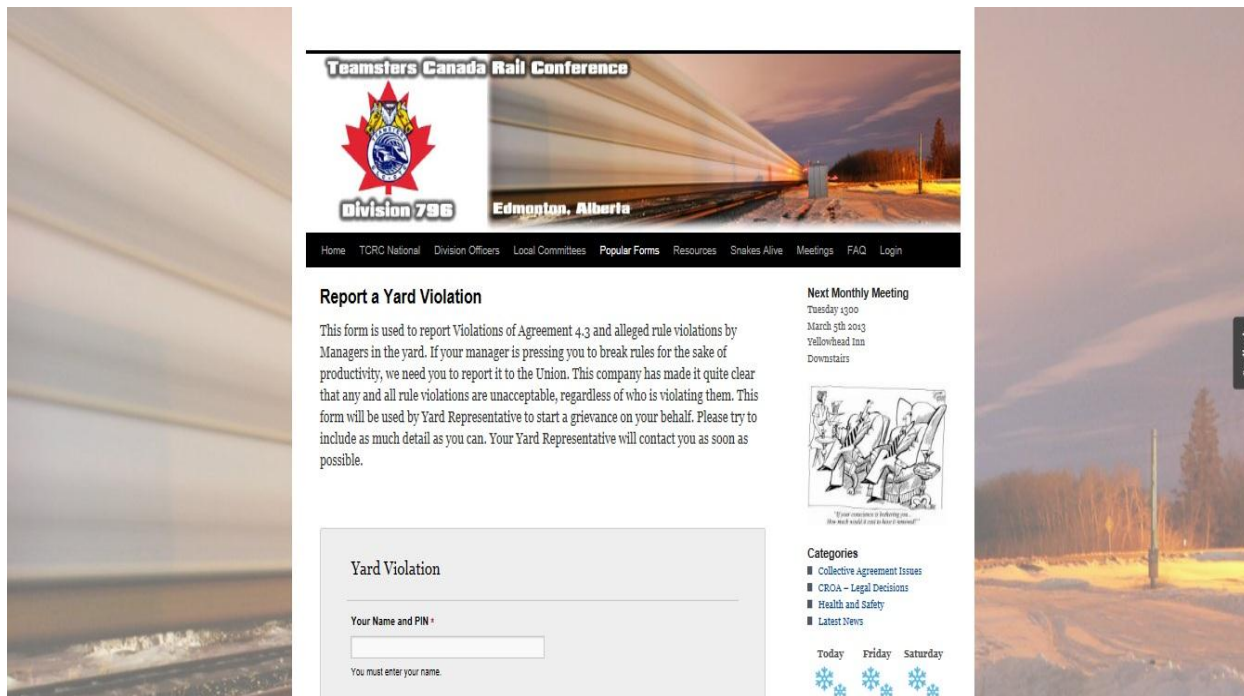
Who: Who was the Supervisor that giving you instructions to violate your Agreement? Who else were you working with? Who else witnessed?

What: What did the Supervisor make you to do? Did they violate your Lunch, HM etc? What did you do about it? What assignment were you working? What was said?

When: When did the violation take place (date/time)? When did you give notice for your rest, lunch hot meal?

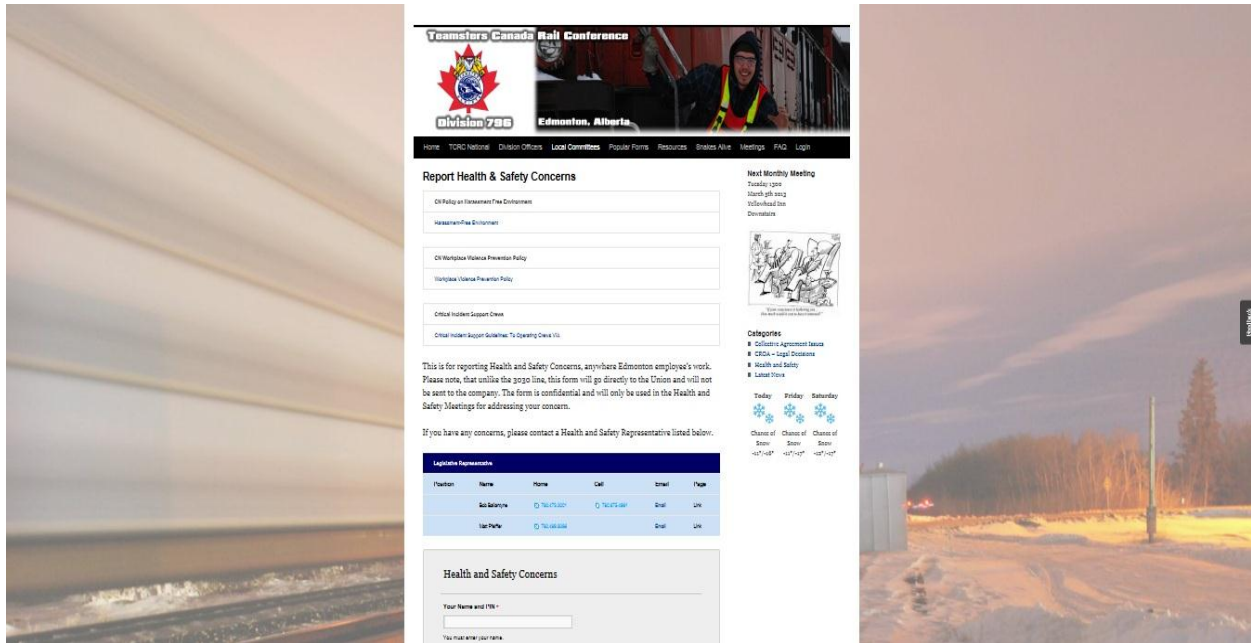
Where: Where were you when the violation occurred?

If you miss anything, the Rep, writing the grievance will contact you to get more information. There are a couple of ways to file a grievance. You could drop the violation forms in one of the mailboxes for your Division Rep at the West Tower Booking-in Room, or you could send an e-mail to your Division Rep. We also have an option which is on the website using the “Report a Violation” Tool to file the Yard Violations



The screenshot displays the Teamsters Canada Rail Conference website for Division 796, based in Edmonton, Alberta. The page features a navigation bar with links to Home, TCRC National, Division Officers, Local Committees, Popular Forms, Resources, Snakes Alive, Meetings, FAQ, and Login. The main content area is titled "Report a Yard Violation" and includes a detailed explanation of the form's purpose: to report violations of Agreement 4.3 and alleged rule violations by managers in the yard. It states that the form will be used by the Yard Representative to start a grievance on the member's behalf. Below the text is a form titled "Yard Violation" with a field for "Your Name and PIN" and a note that the user must enter their name. To the right of the form, there is a section for the "Next Monthly Meeting" on Tuesday, March 5th, 2013, at the Yellowhead Inn, Downstairs. Below this is a cartoon illustration of a person sitting at a desk with a sign that reads "If your supervisor is breaking you, they need to be broken too." Further down, there are "Categories" listed: Collective Agreement Issues, CROA - Legal Decisions, Health and Safety, and Latest News. At the bottom right, there are links for "Today", "Friday", and "Saturday" with snowflake icons.





If your, Grievances involves a Legislative issue and should be sent to the Legislative Reps than check the “Report Health and Safety Concerns” option. See “Canada Labour Code vs. Collective Agreement” for information on what the difference is between a Collective Agreement violation and a Legislative violation.

Once you have finished filling out all of the information, click submit and your violation, it will be sent to the proper Representative (Matt Pfeiffer) who will be handling your grievance. Once your violation has been written up as a grievance, your representative will send it to you for your records. Your representative will also keep you “in the loop” as your grievance progresses through the grievance process. More information regarding the grievance process is included in the “Grievance Procedure” section.



Seniority and Craft Autonomy

Two of the fundamental rights of a unionized employee are Seniority and Craft Autonomy.

Seniority favours the employees with the greatest service time. At CN this applies when bidding jobs or vacation. Job assignment and vacation time is awarded in seniority order. When an unfavourable job is bulletined and nobody bids the job, the junior employee is forced. Seniority works in two ways. The senior employees have first pick of the jobs and vacations. Junior employees have the least protection from less favourable assignments and vacation time. This principle is also referred to as “**Senior May Junior Must**”. For Yard Conductors the opportunity for promotion to Road Conductor, Yard Master, or Locomotive Engineer is handled based on seniority.

The fundamental reasoning for this is that it protects employees from being victims of favouritism. This system is the most fair and impartial way to select one employee from another.

Craft Autonomy is the idea that a specific job is protected and belongs to the craft for which assigned. At CN the Company has campaigned to destroy craft autonomy in many aspects of the operation. Locomotive Engineers own the job of running the Locomotives. The company refutes this. Carmen are responsible for tying hoses on trains and transfers and completing pre departure air tests. Clerks are tasked with checking the accuracy of track lists and inbound/outbound trains. Shops labourers maintain and clean locomotives. These lines have been blurred by the company in an attempt to cut costs and amalgamate jobs. The unions recognize this as an important issue to all of the crafts. Our Collective Agreements deal with some of the issues, however for many of them the argument of past practice is our only case and point. Some examples of craft autonomy that are protected by Collective Agreement are as follows albeit dated.

ARTICLE 52

Not Required to Clean Coaches

52.1 Train service employees will not be required to clean coaches, but it will be their duty on trains on which train porters are not employed to keep the coaches in a tidy condition en route.

ARTICLE 53

Housing Freight

53.1 Train service employees will not be required to put freight in warehouses or sheds, except in cases of stress of weather or when the freight is perishable, or any exceptionally heavy piece. At all points where there are no agents, and shelter is provided, freight will be housed.



ARTICLE 65
Brassing Cars

65.1 Train service employees will not be required to brass a car of Company's or construction material, unless perishable freight, except to ensure safe movement to station where it can be set out; nor to pick up cars on lines that need brassing.

ARTICLE 66
Watering Stock En Route

66.1 Train service employees will not be required to water stock en route except in case of emergency example: train delayed between terminals on account of wrecks, washouts, engine failure or other unavoidable causes.

ARTICLE 67
Filling Water Barrels

67.1 Train service employees will not be required to fill water barrels or water cars except for domestic purposes.

ARTICLE 68
**Closing Doors on Empty Cars, And Ascertaining Whether
Cars Are Loaded or Empty**

68.1 At terminals where mechanical employees are employed the duty of closing doors on empty cars will be removed from the train crew, at all other points this work will devolve upon the train service employees, and it will also be their duty to ascertain whether cars picked up on the line are loaded or empty. It is the duty of the Conductor to ascertain from the assistant conductors whether cars picked up on the line are loaded or empty, and whether the doors have been closed on all empty cars in the train.

ARTICLE 69
Coupling Air Hoses & Air Test

69.1 At terminals where mechanical employees are employed and on duty they will couple hose and test air. Train service employees will have assistance rendered mechanical employees when same would avoid delay to train.

Note: This rule will not be used by Train service employees to delay their train.



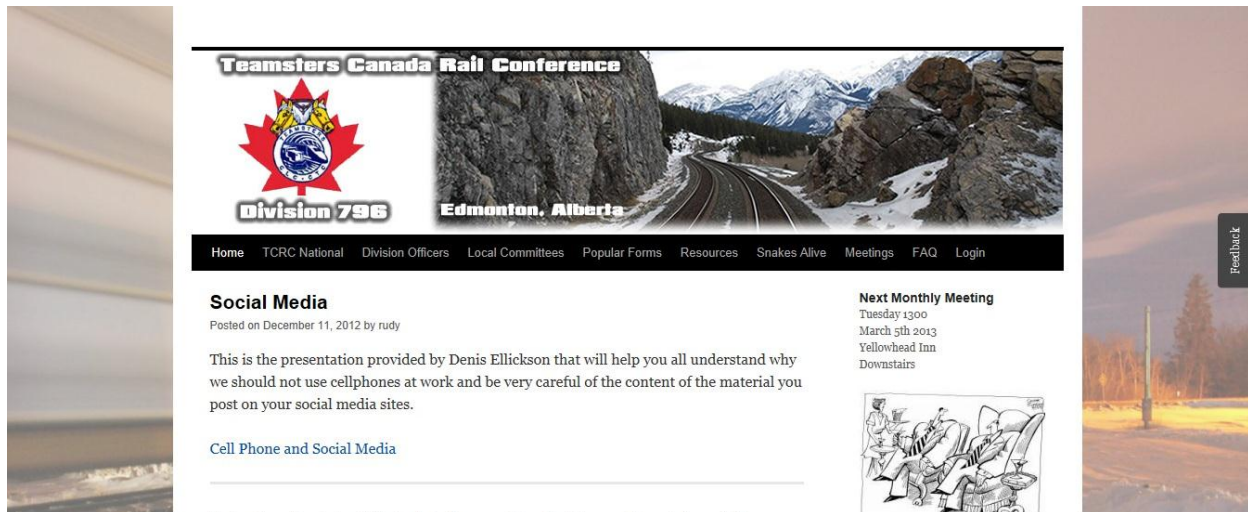
These are just some examples of the provisions to protect craft autonomy. The collective agreement does not contain every situation where the fundamentals of craft autonomy may be violated by the Company. It is important to relay any perceived violations of craft autonomy to your Local Chairman. Violations of craft autonomy are examples of situations that must be handled through the grievance procedure. Employees can only outright refuse to perform a task that is not autonomous with their craft if the employee has a safety concern and in accordance with Part II of the Canada Labour Code.

FAQs

- Q.** I am on a reduced crew transfer from Bissell to Clover Bar. The Yardmaster says that I have to tie and verify my own tracks. Do I have a basis for a grievance?
- A.** No, as you are a yard employee. Train Service Employees (Road) are the only ones protected by Article 69
- Q.** I was told to close the open plug doors in one of the Industry in M Zone before pulling them. I've never been trained to do this. Is this a violation?
- A.** Not only it is a violation under Article 68 but it is also dangerous. Mechanical employees are the only people with the proper tools and equipment to do this safely.



TCRC 796 Division Website



Division 796 Website

We operate a website specific to our Division in Edmonton. <http://796.teamstersrail.com>. The website has lots of information on it about our Local Committees and contact info. There is a resources section complete with Collective Agreements and job aids. There is a News section to keep you up to date with the latest information relative to our Edmonton Division. There is also a members section that requires a log in.

The members' area allows you to post and ask questions from the Local Committees. In (Resources) section you can submit grievances to your Local Committees via the "Report a Yard Violation", Conductor Only Violation, Manager Watch etc Tools. Here you can also get the different forms which are required to buy Boots, Safety Glasses etc. Also you can download track profiles of all the sub divisions where members of Division 796 operate. For the yard you can also download the MAPS of different Zones. There's also a tab called Snakes Alive where a contest takes place quarterly in a year.

To get access to the Division 796 Webpage, register yourself and Admin will contact you to. He will need your name, CN PIN, and e-mail with contact number to create an account; it might take him couple of days to authorize. After that you will be sent an e-mail with your temporary password. Once you get this log into the site and change your password. It is important for security reasons that you do not use the same password that you do in CATS.



5 HOURS WINDOW FOR ASSIGNMENTS AND ROAD SWITCHER ASSIGNMENTS

Regular Road Assignments – Agreement 4.3 only

" Regular road assignments will be advertised to include the ordering time at the home and away-from-home terminal. Employees not ordered within 5 hours of the advertised start time at the home terminal will either be deadheaded to the away-from-home terminal to work their assigned return trip OR paid a basic day for each tour of duty of their regular assignment. "

Explanation:

442 advertised time is 05:30, 442 five (5) hours window starts from their call time which is 03:30 to 08:30, Company can decide to dead head or cancel the crew within 5 hours (03:30-08:30). Crew office can not call the crew after 08:30. 442 will be entitled to claim 100 miles basic day for each tour of duty. 5 hours window is ONLY for HOME TERMINAL.

(Assignments: 515/516; 314/313 AND 808 Velocity Assignments)

Road Switcher Assignments – Agreement 4.3 only

" Road switcher assignment will be advertised with the regular start time. If not ordered within 5 hours of advertised start time the employee will be paid a basic day, and will not be called prior to their next scheduled tour of duty. It is understood that the advertised starting time will not be advanced."

Explanation:

525 advertised time is 23:55, 525 five (5) hours window starts from their call time which is 21:55 to 02:55, Company can not call them after their 5 hours window. After 02:55 crew can claim 100 miles basic day and will not be called till next scheduled order time.

Road Switchers include (601, 602, 603, 512, 514, 525 and 511, 520/519)

NOTE: Union Scheduling Committee has given a 20 minutes grace period to the Crew Office in case if they are busy, so DO NOT turn your phones off. Crew Office can call you at 15:15 for 17:00 (if Assignment window expires at 17:00) but can not call you at 15:15 for 17:15.



CREW SCHEDULING IMPLEMENTATION COMMITTEE
Operating Guidelines for implementation of Time Pool pilot project for the
Edmonton Road Spareboard – Conductors / Trainmen / Yardmen
REVISED October 6, 2011

GENERAL OPERATING PROCEDURES

Based on historical vacancy data, time pools will be established for employees working the road spareboard.

When necessary to ensure the validity of the time pools and to ensure operational requirements are met, interim adjustments will be made by mutual agreement of the Crew Scheduling Implementation Committee (CSIC).

Calling Procedures - Home Terminal

Employees will be called based on the order time and not the on duty time.

There is an eight-hour availability period for each time pool. Order times given to employees will be on or within the eight-hour period of the time pool.

Employees will be called from their assigned time pool based on availability and the first in first out method relative to all employees in an active time pool.

Union Business

As per locally arranged calling / holding turn agreement.

Rest and Time Off (EO)

Rest to a maximum of 16 hours upon completion of all road service work with the exception of Extended Runs, which remains at 24. All other service booked as per the applicable collective agreement.

Time off – Booked as per collective agreement.



Other work

When working in another service, rest will apply to the service worked. Rest in excess of 16 hours under these conditions and following an extended run must be booked with the Crew Dispatcher.

ESE calling procedures and Collective Agreement applications remain the same. If an ESE is marked as Y to protect engineer work they will be called, but only during their active time pool period. If an ESE is marked N to protect engineer work they will be called when their turn presents during that step in the calling procedures, but only during their active time pool period. Also, Article 137.17 still applies provided the employee is contacted, notified, and used within that current time pool period.

Yard coordinator calling procedures and Collective Agreement applications remain the same. However, can only be called when their time pool is active (called for an assignment with an order time within the window). In cases when they are being held off to protect, they can only be held off for a call within the current time pool period.

Spare running can only be utilized during an employee's active period of their time pool (called for an assignment with an order time within the window).

Holding Turn Agreement

Road Service:

- Employees called off the spare board on a turn accumulating 125 miles or less will be permitted to hold their original standing on the board upon completion of their shift by placing a "Y" in the Short Turn field in CATS.

Road Switcher:

- Employees called off the spare board for Road Switchers ex Walker and Scotford will hold their original standing on the board upon completion of their shift.
- A shift count will be utilized to determine the number of successive Road Switcher tours worked by an employee prior to working a road tour.
- Employees will not be called for another Road Switcher until all other available employees on the same time spareboard have worked the same number of shifts.
- ~~If an employee decides not to hold their turn, they must advise the Crew Dispatcher at time of tie up to drop their turn and all shift counts will be removed.~~



Board Changes

Time pool numbers will be adjusted based on Collective Agreement provisions. However, the CSIC will oversee board adjustments during the pilot project, and will make any necessary changes by mutual agreement.

Bidding & Filling of Positions

Time pools will be bulletined for employees to insert choices accordingly.

Each time pool will consist of a group of turn ID's (block) that must be bid in order starting with the first turn. Employees will bid each time pool block in order of preference. Placement will be by bid in CATS. The CSIC will monitor movement to determine whether there are any manpower availability or earnings issues.

Deletions

All 746 rules will apply.

SERVICE DISRUPTIONS

When the main track is known to be out of service for over four (4) hours, as in the case of wrecks, snow blockades, washouts and other emergent situations, a service disruption may be declared.

For minor service disruptions, some turns in the active time pool may be collapsed into the next time pool. Intention is to utilize this application only when necessary to ensure manpower availability for short-term disruptions – as an example, a rail break or drawbar.

For major disruptions, all of the time pools may be entirely collapsed into one board. Time pools will be collapsed into the single board in the order that they were scheduled to become active. Intention is to utilize this application when traffic is backed up due to a line blockage, which results in delay to all trains running over the scheduled segment.

Notifications

Employees will be notified by CATS broadcast message both when the time pools are being altered and when they are to be returned. The message to collapse will include the location, nature of the disruption, and the anticipated track passable expectation. Notice of the time pools being reinstated will include an effective time(s).



Employees wishing to be telephoned and advised when their time pool is collapsed, in addition to the CATS broadcast, must notify the Crew Dispatcher accordingly. Notification of the SDM by telephone will occur no less than 2 hours prior to the end of the time pool.

For all service disruptions that require any time pools to be collapsed, the Western Operations Centre will issue an email to the affected segment(s) Company Officers and Local Chair(s).

When time pools are permanently changed due to a planned work block or Train Service Plan change (for example - from a 7:00-14:59, to become a 09:00-16:59), notification will be done as far in advance as possible by CATS bulletin pop-up message. When possible, these changes would coincide with the weekly board change.



Quick CATS for New Hires

EDMONTON		PSTS02
DISTRICT: <input type="text" value="24"/> SUB-DISTRICT: <input type="text" value="EM"/>		
001 ENGINE SERVICE	020 TIMESLIP INQUIRY	040 TIME RETURN DATA
002 YARD SERVICE	021 NOT AVAILABLE	041 REVISE TIME RET DATA
003 TRAIN SERVICE	022 VACATION INQUIRY	042 STAND ALONE CLAIM
004 SUPERVISOR INQUIRIES	023 PERSONAL LEAVE INQ	043 EMP. BID MAINTENANCE
	024 AVAILABILITY LISTS	044 FRA REPORTING
	025 BROADCAST MSG REVIEW	045 TIMESLIP ADJUSTMENT
	026 BRDCAST MSG SUMMARY	046 COPY CLAIMS
	027 EMP QUALIFICATIONS	
	028 PERSONAL MILEAGE	
	029 INCIDENT. HOS CLAIM	049 NEW EMP. BID MAINT.
	030 LAYOFF REQUEST	050 CALL AND RELEASE
	031 TIME OFF MILES	051 RESPITE REPORTING
	032 EMPLOYEE TELEPHONE	052 BANKTIME INQUIRY
	033 AFHT LODGING UPDATE	053 BC RAIL OT/BANK TIME
	034 US HOS LOG	
SELECTION: (<input type="text"/>)		
JOB TYPE: ()		
ENTER=SELECTION F1=HELP F3=EXIT F10=DIST F11=VRU F12=LANGUAGE		

After signing in, the first screen you will come to is the Main screen shown above. For yard employees the items that are most applicable to you are.

- 002 -** Yard Service- Here you can check the availability of PLDs. Check your position on the Yard Spare board. See a history of assignments called. Check for holes on regular assignments that may need to be filled.
- 020 -** Time slip Inquiry- Here you can check your time slips by inputting a date range or requesting a pay period.
- 030 -** Layoff Request- This is where you request a PLD.
- 031 -** Time Off Miles - Go here to reset your EO miles. (FOR EO you need 1075 miles).
- 032 -** Employee Telephone- Here you can change your phone information for the crew office. You can add a temporary contact number or request a short call. You can also specify a time that you do not wish to receive a IVR job change notification.
- 040 -** Time Return Data- Use to Tie-Up. This screen will automatically pop up when you log on if you have an open ticket.



- 041** - Revise Time Return Data- Used to adjust time slips that you may have made an error on.
- 042** - Stand Alone Claim- Used to put in claims for payment when a working ticket is not available i.e. Investigations, Rules, Training, Run-arounds.
- 046** - Copy Claims- Used to submit a copy claim.
- 049** - New Employee Bid Maintenance- Used to submit your job bids. Also to check what job you are awarded during weekly Board Changes and Quarterly Change of Card.



002- Yard Service

EDMONTON		PST
YARD SERVICE		
DISTRICT:	<input type="text" value="24"/>	SUB-DISTRICT: <input type="text" value="EM"/>
001 TRAIN LINE-UP	017 2200-0559 ASGN YARDS	
002 SENIORITY INQUIRY	018 RELIEF YARD JOBS	
003 PLD ALLOCATIONS	019 0600-1359 HUMP 4MAN	
004 CALL BOARD REPORT	020 1400-2159 HUMP 4MAN	
005 SCHED OFF NEXT 48HRS	021 2200-0559 HUMP 4MAN	
006 ASSGN HISTORY INQRY	022 RELIEF HUMP 4MAN	
007 TRN JOB BULLETINS	023 0600-1359 YD COORD	
008 ASSGN ROAD SERVICE	024 1400-2159 YD COORD	
009 ASSGN RELIEF RD SVC	025 2200-0559 YD COORD	
010 YARD VACANCY INQUIRY	026 RELIEF YARD COORD	
011 YARDMEN S/B - PSTN		
012 YARDMEN S/B - TURN		
013 YARDMASTER SB - PSTN		
014 YARDMASTER SB - TURN		
015 0600-1359 ASGN YARDS		
016 1400-2159 ASGN YARDS		
SELECTION: (<input type="text"/>)		
JOB TYPE: (00)		
ENTER=SELECTION F1=HELP F3=EXIT F7=UP F8=DOWN F10=DIST F11=VRU		

In the yard service page you can check if PLDs are available using selection 003- PLD Allocations. (Next Page).

By choosing Selection 008- Trainman YD S/B- By Position you can view your standing on the yard spare board as well as if someone is on rest or EO.

By Choosing Selections 022-025 you can search the regular assignments for holes that may be called spare.



PLD Allocations

PERSONAL LEAVE ALLOCATION MAINTENANCE										PSTS69C	
PROFILE ID:		24EMBK		PLD YR/MO:		2011 / 11					
START DATE:				END DATE:				ALLOCATE:			
X	DATE	ALC	ASG		X	DATE	ALC	ASG			
	111101	009	005			111117	008	006			
	111102	009	007			111118	009	009			
	111103	009	008			111119	009	009			
	111104	009	007			111120	009	009			
	111105	009	007			111121	009	003			
	111106	009	010			111122	009	007			
	111107	009	008			111123	009	009			
	111108	009	008			111124	009	007			
	111109	009	009			111125	010	008			
	111110	009	009			111126	009	008			
	111111	010	008			111127	009	008			
	111112	011	011			111128	009	008			
	111113	010	010			111129	010	009			
	111114	008	008			111130	009	009			
	111115	008	007								
	111116	008	004								
TOTAL ALLOCATED:				272		TOTAL ASSIGNED:				235	
ENTER=EDIT/INQ F1=HELP F3=EXIT F5=UPD F6=PLD PROFILE CNTL F10=BROWSE											

In the Yard Page under selection 003 is the PLD allocations page (above). To search if PLDs are available, type "24embk" in the profile ID field. Then type the year and month of the PLD you are inquiring about. Note the above page was requested for November (11) of 2011. This page shows the dates of July and then two columns. The first one (ALC) shows how many PLDs are allowed for a given day. In this month it is different numbers. Beside that column (ASG) is PLDs assigned. Note November 1st have 9 PLDs assigned and 4 are available. This means that 5 PLDs have been taken for November 1st. You can still request one but you would go on a waiting list and not likely get it. Only a supervisor at the Assistant Superintendent level has the authority to allow the Crew Office to go over the PLD Allocations on a specific day (as seen from November 11 to 13).



Requesting a PLD

```

DIST : 24 SUB-DIST : EM LAYOFF REQUEST LISTING PSTS16B
DATE/TIMES= FROM: ( 111130 - 0001 ) TO: (  -  )
REQUEST TYPE(S) : (  ) ( B=BANK DAY D=SINGLE DAY VAC V=VAC P=PLD )
EMPLOYEE NAME : ( KHAN+ AR ALI RAZA ) NUMBER: ( 000148506 )
STATUS FILTER(S): (  ) ( BLANK=ALL R=REQUESTED W=WAIT LISTED )
                  ( A=APPROVED D=DENIED N=WITHDRAWN C=CANCELLED )
X SUPV EMPLOYEE CC STRC REQUESTED START TIME END TIME A/D TY ST

FUNCTIONS: X =DISPLAY/DELETE/HISTORY A =APPROVE D =DENY C =CANCEL W =WITHDRAW
ENTER=INQ/PROCESS F1=HELP F2=PRINT ( ) F3=EXIT F5=CREATE REQUEST
F8=PAGEDN F9=DELETE F10=HISTORY F11=SHIFT RIGHT F12=NEXT EMP
END OF LAYOFF REQUESTS E211-1

```

In the CATS Main Screen, type selection 030. You will be presented with the above screen. When this screen appears press F5 - Create Request.



```

24 EM                                LAYOFF REQUEST                                PST516A

EMPLOYEE NAME : ( KHAN+          AR ALI RAZA          ) NUMBER: ( 000148506 )
REQUEST TYPE   : ( P ) ( P=PENDED PERSONAL    D=SINGLE DAY VACATION    )
                ( V=VACATION                B=PENDED BANK DAY        )
REQUEST STATUS : ( ) ( R=REQUESTED W=WAIT LISTED BLANK=DONE          )
START DATE-TIME : ( 111130 - 0001 ) END DATE TIME: ( - )
NUM DAYS REQUESTED : ( 1 )
REASON REMARKS : ( )
FOR VACATION CHANGE; DELETE SCHEDULE STARTING: ( ) YYMMDD
PLD/VACATION YEAR : ( 2011 )
APPROVED-DENIED : ( ) SUPV INIT: ( )
NORMAL ASGN : 24EMWPPWP10CO SS EAST PL 111125
TEMPORARY ASGN :
ON DUTY ASGN :
PLD/VACATION ROSTER:
SUPERVISOR REMARKS : ( )

ENT=INQ F1=HELP F3=EXIT F5=UPD F6=ADD F9=DEL F10=SHOW REQ F11=ALLC F12=NXT EMP

```

Above is the next screen that comes up. You must fill in the fields with the proper information. If you are requesting a PLD type 'P' in the -Request Type- Field

In the Start Date-Time field, type the date and time you would like your PLD to start. Note- You must choose 0001. The system will not accept anything else. If you would like to start a PLD at a different time, you must contact a crew dispatcher.

Type in the number of days requested field how many consecutive PLDs you are requesting. Than type the current year in the PLD/Vacation Year field. When you have filled in these fields, press F6 - Add. You will immediately be notified if your request was approved or if you are on a wait list.



Time Slip Inquiries

```

TIMESLIP INQUIRY SELECTION
PSTSS51

EMPLOYEE NO:( 000148506 ) KHAN+ AR ALI RAZA DIST: 24 SUB-DIST: EM
START DATE :( ) END DATE:( ) - OR - PAY PERIOD/YR:( ) / ( )
TIMESLIP NO:( ) TICKET TYPE:( ) STATUS:( )
PD DATE ASSIGNMENT STRAIGHT OVERTIME US TKT JOB A GROSS TIMESLIP S
X NU MMDD TRAIN CC HRMN MILES HRMN MILES HRMN TYP TYP J EARNING NUMBER T

ENTER=INQUIRE/RESTART F1=HELP F2=PRINT F3=EXIT F8=PAGEDN

```

In the CATS Main Screen selection 020 Time slip Inquiries brings up the above screen. By filling in the fields in this screen you can search for your time slips of the past and present. You can do a search over a range of time by typing a start date and an end date. Or you can type in a pay period and year and do a search that way. You can only enter information in one of these fields or the other. Otherwise it will not work.



EO Reset

TIME OFF INQUIRY/INTENT				PSTS16J	
DISTRICT:	24	SUB-DISTRICT:	EM	DATE:	111130
EMPLOYEE NAME :	KHAN+	AR	ALI RAZA		
EMPLOYEE NUMBER:	000148506				
CRAFT:	CO				
GROUP:	01				
TIME OFF ACCUMULATED	MILEAGE:	68364	INTERVAL:	1	BANKED MILES 1:
					BANKED MILES 2:
TIME OFF INTENT	LAST SENT:	111126	LAST RESET DATE/TIME:	111125	0001
ENTER=REFRESH F1=HELP F3=EXIT F5=SEND TIME OFF INTENT NOTIFICATION					

Selection 31 of the CATS Main Screen brings you to the Time-Off Miles Screen. The purpose of this screen is to allow you to send the company your intent to book up to forty-eight hours rest upon completion of 1075 Miles (EO). To do this you must go to this screen and press F5 = Send Tim-Off Intent Notification. In Yard Service this must be done before starting the shift that will put you over the 1075 miles. At that point the counter would reset and you will miss your EO. Also your EO miles also reset on your mileage date. It is important to frequently check this screen to see if you are required to send your intent. Although intent was sent you can still bypass your EO by entering zero hours of rest.



Phone Info

DIST:	24	SDIST:	EM	EMPLOYEE TELEPHONE INFORMATION				PSTS05P			
EMPLOYEE:	KHAN+ AR ALI RAZA			NUMBER: 000148506							
SEQ	TELEPHONE #		ACCESS#/PIN		COMMENTS		TYPE	UNLIST	HOME/AWAY/BOTH		
1	780	934	2179				C	N	(Y/N)	B	(H/A/B)
2	780	250	4592				T	N		H	
3											

AFHT FACILITY CD:	-	ROOM #:	
TEMP		EXPIRES:	

***** TELEPHONE DIAL PRIORITY (DEFAULT IS SEQUENCE ORDER 1-3) *****

FROM	TO	PHONE	SEQ	FROM	TO	PHONE	SEQ	FROM	TO	PHONE	SEQ
HOME:											
AWAY:	0001	2359									

FOR THE NEXT CALL I REQUEST A LEAD TIME OF : (HHMM)

FOR THE NEXT CALL I REQUEST A SHORT CALL OF: (HHMM)

I REQUEST NO-IVR-CALL PRIVACY BETWEEN: 2300 AND 0700 (HHMM)

I REQUEST A ONE-TIME WAKE-UP CALL FOR: (HHMM)

TYPE:	T=TELEPHONE	P=PAGER	C=CELL
ENTER=INQUIRE	F1=HELP	F2=PHONE TEST	F3=EXIT
F5=UPDATE	F6=AFHT LODGING	F9=DELETE	F12=NEXT EMP

Selection 032 of the CATS Main Screen will allow you to change your telephone information for the Crew Office. It is recommended that you have redundancies in place i.e. Home phone numbers, cell phones, pagers, spouse numbers so that you can be contacted even in the event that your cell phone stops working. The other useful information that can be entered onto this screen is as follows. You can request a short call. This is handy if you live close to the yard and for example only want one and a half hours notice instead of two. The No-IVR-Call field allows you to specify an eight hour range when you will not receive automatic job change notification from the IVR system. This is important if you do not want a phone call at four in the morning telling you that you are changing jobs next week.



Copy Claims and Stand Alone Claims

DIST: (24) SUB-DIST: (EM) **COPY CLAIM SUBMISSION** PST5578

EMPLOYEE NAME...: (KHAN+ AR ALI RAZA) OR NUMBER...: (000148506)
 START DATE/TIME: (111101 / 0001) END DATE/TIME: (/)

X	MC	TOUR	TS	HLD	AWY	TS	ST	REASON	DATE/TIME	TRAIN	CC	EMP	WHO	WORKED
<input type="checkbox"/>	37	037427176	NONE	T	MISC	1102 2030	G84751	02	CO	PETERS+	JR			
<input type="checkbox"/>	37	037427180	037427181	T	MISC	1103 1400	DHT077B	03	CO	PETERS+	JR			
<input type="checkbox"/>	37	037466543	NONE	T	MISC	1109 1615	DHT080B	09	CO	PERRY+	AJ			
<input type="checkbox"/>	37	037466553	037466554	T	MISC	1110 0345	C72051	07	CO	PERRY+	AJ			
				NA	ON DUTY	1120 1915	G84351	19	CO	DIDUCK+	KM			
				NA	ON DUTY	1122 1745	M30151	22	CO	BOUCHARD+	M			
				NA	ON DUTY	1123 0515	A41251	21	CO	BOUCHARD+	M			

FUNCTIONS: S SUBMIT CLAIM T VIEW LW TRIP TS H VIEW LW HLDA TS G VIEW LW GUAR TS
 PFKEYS : ENTER INQ/PROC PF1 HELP PF3 EXIT PF7 PAGEUP
 PF8 PAGEDOWN PF10 LIST CLMS PF12 NEXT EMPL

END OF FILE E011-1

Selections 042 and 046 are for Stand Alone Claims and Copy Claims respectively. Stand Alone Claims are quite simple to enter. Any time you have a non working time claim for a company meeting, training, first-aid, or medical, a disciplinary investigation etc. you will enter the claim into the Stand Alone Claims screen. You will become very familiar with this during your training.

The above screen is for Copy Claims. If you lose wages for any reason, a copy claim is generated in this screen. By typing an "S" next to the claim you are asking to submit this claim for payment. In the case noted above the reason for the copy claim is a missed trip for Company Initiated Meeting on November 2nd 2011. If you book sick/ PLD or missed a call. It also shows which trip you missed as shown on November 20th 2011. Submitting these claims would be considered fraudulent as we do not get paid for if we book sick / PLD or missed a call. However if the employee was booked off for an investigation and his/her turn went out. A copy claim would be generated with the reason being investigation. The employee would submit this claim and be paid the lost wages.



New Employee Bid Maintenance

24 EM EMPLOYEE BID MAINTENANCE PSTS31A

EMP NAME : KHAN+ AR ALI RAZA PIN: 000148506 PERM/TEMP: ☐ P

BULL MSTR/CLOSE: 24EM746 ROAD/YARD PREF: BLE: UTU:

TYPE : 746 STATUS: ACTIVE

FUNCTIONS (I=INSERT,D=DEL,L=LOCATE): ☐ SEL: ☐ BULLETIN: ☐

SEL	BULLETIN	SEL	BULLETIN	SEL	BULLETIN	SEL	BULLETIN	SEL	BULLETIN	SEL	BULLETIN
070	017753	071	017754	072	017755	073	017756	074	017757	075	017758
076	017759	077	017760	078	017761	079	017762	080	017763	081	017764
082	017765	083	017766	084	017767	085	017768	086	017769	087	017770
088	017771	089	017772	090	017773	091	017774	092	017775	093	017776

BULTN	DESCRIPTION	SD	CC	BULTN	DESCRIPTION	SD	CC
011829	1400 PD TOWER BPAK M	EM	S1	016816	314-313"A" ASSIGNMEN	EM	CO
014629	RELIEF #5 BPAK T/W	EM	FO	016818	314-313"B" ASSIGNMEN	EM	CO
014630	RELIEF #5 BPAK T/W	EM	S1	016906	512 SCOT. RD SWT OUT	EM	CO
015045	0600 (601) SCOT.RDS	EM	CO	016907	512 SCOT. RD SWT OUT	EM	B1
015046	0600 (601) SCOT.RDS	EM	B1	016909	514 SCOT. RD SWT OUT	EM	CO
015701	808B ASSIGNMENT	EM	CO	016910	514 SCOT. RD SWT OUT	EM	B1
016020	0005 E-TWR BPAK M4/	EM	FO	016945	1605 E-TWR BPAK FRI/	EM	FO
016021	0005 E-TWR BPAK M4/	EM	S1	016946	1605 E-TWR BPAK FRI/	EM	S1
016022	REL #4 E-TWR BPAK S	EM	FO	016947	0805 E-TWR BPAK WED/	EM	FO
016023	REL #4 E-TWR BPAK S	EM	S1	016948	0805 E-TWR BPAK WED/	EM	S1

ENT=INQ F1=HELP F2=COPY BID CARD F3=EXIT F5=UPD
 F7/8=BULTN SCROLL F9/10=BID SCROLL F11=QUAL F12=NXT CLOSE

SCROLL SUCCESSFUL S041-1

Selection 049- New Employee Bid Maintenance is where you submit your bids for jobs. After typing selection 049 you will find a screen that shows all of the terminals. Find the Edmonton Weekly Board Change or Edmonton Change of Card selection and type a 'B' besides it. This will allow you to submit your bids. You can bid jobs by entering the bulletin numbers in order in the fields as show above. Each job has a corresponding bulletin number. This can be difficult and you should definitely ask for help your first couple of times entering bids. You can ask help from the Union Reps or fellow workers to show you how to bid your jobs first time.

Board Changes happen every week and take effect at 1302 on Friday. You can only delete jobs in between Board Changes.

Change of Card happens every three months. You can only add bids and change the order of bids at this time. This is also when you declare whether or not you are a road preference employee. This is done by bidding road assignments ahead of yard assignments. This can also only be done at change of card.



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WE SPEAK YOUR LANGUAGE
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TCRC Div 796 Union Member and Collective Agreement 4.3 Quick Reference Guide

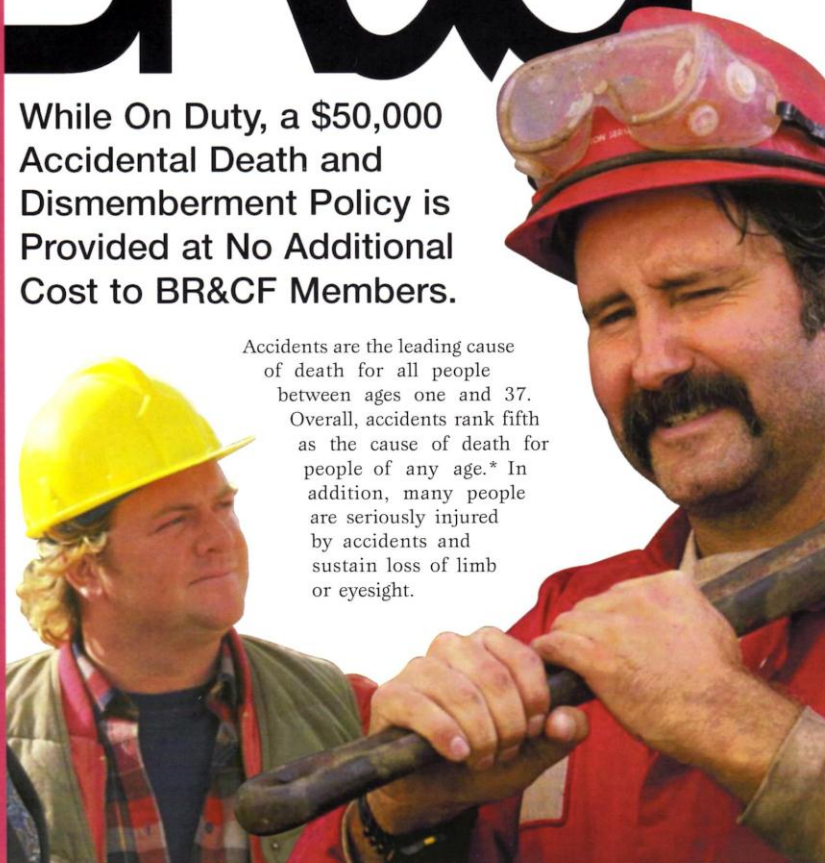
"The way I see it, it's just one more reason for you to be a member of the BR&CF."



BR&CF

While On Duty, a \$50,000 Accidental Death and Dismemberment Policy is Provided at No Additional Cost to BR&CF Members.

Accidents are the leading cause of death for all people between ages one and 37. Overall, accidents rank fifth as the cause of death for people of any age.* In addition, many people are seriously injured by accidents and sustain loss of limb or eyesight.



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www.brcf.org

1-800-233-7080

* According to the National Safety Council Accident Facts, 1998 edition.



TCRC Div 796 Union Member and Collective Agreement 4.3 Quick Reference Guide

WHY INVEST IN BR&CF MEMBERSHIP? --- TALKING POINTS

Established in 1912, the BR&CF is a **not-for-profit organization**. We are dedicated to providing the most economical job income protection that North American railroaders can have. With rare exception, the BR&CF through the decades has offered the **lowest monthly dues in the industry**. The BR&CF is committed to keeping dues affordable now and in the future.

We are a Brotherhood – not an insurance company. Every member receives a Constitution. All members are equal and their rights and privileges are spelled out clearly. If any member has questions regarding the Constitution, we encourage them to contact the principal office for answers. **Elected officers are available to respond to member concerns**. If a question or concern regarding the Constitution and their member rights is not resolved to the member's satisfaction they are entitled to a full refund if notice is submitted within 30 days of the effective date of their membership. The BR&CF puts it in writing and **guarantees satisfaction**.

There are several **easy methods of dues payment** for members.

- personal check,
- monthly payroll deduction if employed by BNSF, CSX, NS or UP,
- automatic, monthly dues withdrawal scheduled for the 15th of each month from your personal checking or savings account,
- membership dues payments may use MasterCard, Visa, American Express and Discover credit card payments in the US. Canadian members may use MasterCard, Visa and American Express credit cards. Payment frequency may be monthly, or six or twelve month increments,
- automatic recurring monthly credit card payments.

An **accidental death and dismemberment benefit** applicable while on duty is included at no additional cost for all dues paying members. With BR&CF, this important coverage is there to help you and your family in the event that tragedy strikes.

We provide twenty **education scholarships** each year to the sons and daughters of members. Each scholarship is worth \$1,000.

"Held Out of Service" **membership benefits are paid quickly**. Requests for "Held Out of Service" membership benefits submitted along with the appropriate documentation for eligible occurrences will have initial benefits deposited in a member's bank or savings account the next business day. Thereafter, for continuing benefits, deposits are scheduled on the first and fifteen of each month.

Neither the number of requests for "Held Out of Service" membership benefits nor the number of days of benefit eligibility is limited per calendar year. If you have recently returned to service after receiving your maximum days of benefits for one occurrence and get into trouble again, you are again allowed the maximum number of days to which your membership is entitled. In other words, it is a separate request for "Held Out of Service" membership benefits and the **"clock" is reset for that new occurrence**.

- over -



Only the **BR&CF** does not require you to repay the "Held Out of Service" membership benefits you receive while off if you subsequently receive a **favorable award** through your grievance process that results in the payment of **back wages** by the railroad. Unlike insurance companies that protect your wages, the BR&CF pays for the discipline assessed for eligible occurrences. As an example, if you have a daily benefit of \$200 and collect 365 days, and received \$73,000 from the BR&CF in "Held Out of Service" membership benefits, then an arbitrator decides that the carrier discipline was too extreme and orders a reduction in the discipline along with a requirement that the carrier paid you the wages you lost for the balance of the time, you do not have any obligation to return those monies to the Fund. Again, that money is in your pocket.

If a member disagrees with a determination that a request for "Held Out of Service" membership benefits is not eligible in accordance with the provisions of our Constitution, **an appeals process is in place to further protect members** who seek payment of "Held Out of Service" membership benefits. The Board of Directors meets quarterly to review appeals. They are all railroaders from properties across the US and Canada and are elected and accountable to the membership.

BR&CF officers and directors come from the rank-and-file membership. BR&CF members voting their proxy ballots elect officers and directors to office. Members have a real voice in the future of the BR&CF through the exercise of their vote. Every active member **receives an annual report**. Active members **receive a vote, which is their voice, in the affairs of the Fund**.

The BR&CF attends many union events throughout the year and employs those opportunities to inform railroaders of the benefits of membership in the BR&CF. The BR&CF **returns more to rail labor than any other similar group**. We demonstrate the strongest commitment to rail labor.

An **audit is performed every year by a neutral, independent third party** accounting firm that employs auditing standards generally accepted in the United States of America. The audits are prepared on a comprehensive basis of accounting used for income tax purposes.

With our **web site** at www.brcf.org, members receive up to date and accurate information regarding their own membership status and can print useful forms at their convenience 24/7. Members also **receive a newsletter, the "Highball,"** which is published several times throughout the year and mailed to each member's home.

BR&CF is the largest provider of job income protection to railroad union crafts members when discipline for eligible occurrences is assessed. With **ample reserve funds** to protect members, BR&CF can offer more benefits and services for less. Spread the word and become part of our Membership Obtainer Program. Call for details.

We believe in accountability. A **knowledgeable and well-trained staff** is just a phone call away and is available to answer any questions you may have. The BR&CF offers **prompt attention** to your concerns and **superior service**.



TIE - UP (JOB AID)

All references to article numbers are for Agreement 4.3, unless otherwise specified.

Entering numbers in CATS:

Miles:

Always include two decimal digits, but no decimal point. 100 miles is entered as '10000 M'. 123.45 miles is '12345 M'

Time:

Entered as HHMM. 1 hour 35 minutes is '0135 T'. 12 hours is '1200 T'. 35 minutes is '0035 T'.

Dollars:

Include two decimal digits, but no decimal point. \$100.00 is entered as '10000 \$'. \$123.45 is entered as '12345 \$'

General Claims:

AE: Set out train en-route (Art. 13.17)

12.5 miles. Claimed in way freight or through freight service, when required to set out or pick up an entire train, including power, at a location en-route between the initial and final terminals.

CM: Constructive Miles:

Claimed to make up miles entitled to, but not travelled. Example: Called from Walker to Ram River, you are rescued at Joffre and taxied to the hotel at Rocky Mountain House, while a relief crew takes the train to Ram (so you are not tied up en-route). The distance from Joffre to Rocky is considerably less than the miles from Joffre to Ram, and you are entitled to all the miles to your objective terminal, even if you don't actually travel those miles. You claim an AE, DH miles from Joffre to Rocky, and CM from Rocky to Ram to make up for the miles you couldn't otherwise claim.

CG: Scotford Driving Allowance (Local Agreement)

80 "miles" (pays 80 km). Claim when forced to or spare on an assignment that starts at Scotford, and you're not taking a taxi from or to Walker.

DB: Doubling Miles (Art. 28)

Actual miles, minimum 10. When you break your train to double a hill or similar, you are entitled to a minimum of 10 miles, or actual mileage for the round trip when this minimum is exceeded.



DC: Designated cut (Addendum 25)

1 hour. Applicable only at the final yard where yard engines are on duty, both conductor only and full crew. It is used when instructed to double over a designated cut of cars on your train to other tracks. Must be a specified car number, i.e. 'CN 111111 stays in CF56, head end goes to CF53', or 'set over the head end 25 cars to CF53'. Does not apply if instructed to fill up one track and set over, whatever doesn't fit to another track. Can not be combined with a conductor only bonus for a single set-off (if you make just one cut, you can't claim both a PF and a DC. You may be entitled to two claims if you make more than one set-off in different yards, such as a PF in Walker and a DC at the inter-modal yard). (You can claim PF & DC only at Inter-modal Yard).

DH: Deadhead in combined service (Art. 33)

Actual mileage. Claim the mileage deadheaded, whether in taxi, on train, or by other means. Claim actual run miles for the portion of the trip you worked. You usually can't claim any final time when you deadhead to your final terminal. Final outer switch and off duty time should be the time you arrived at the objective terminal.

HA: Held away assigned service (Art. 34.7)

Actual time. Applies to assigned crews held at the away-from-home terminal. Pay starts 5 hours after the advertised departure time for the return train. Example: The 808 assignment has an advertised return time of 22:00. Pay starts at 03:00, and the crew is on pay, straight time, until on duty for the return trip. Prep time applies, so if the return train is called for 12:00, HA ends at 11:45.

LC: Pick up or set out coupled units (Art. 26A (a))

\$9.38 (Conductor) / \$9.45 (Eng). Claimed by conductor and locomotive engineer when picking up or setting out one or more locomotives already coupled together. One claim per location, regardless of how many units picked up or set out at that location. Examples: 1) You have 3 units on your train, and are instructed to set off the trailing unit. 2) You are instructed to pick up two additional units, which are already coupled together.

LU: Pick up or set out uncoupled units (Art 26A (b))

\$15.56 (Conductor) / \$15.68 (Eng). Claimed by conductor and locomotive engineer when picking up or setting out two or more locomotives not coupled together. One claim per location, regardless of how many units picked up or set out at that location. Examples: 1) You have 3 units on your train, and are instructed to set out the first and third units. 2) You are instructed to pick up two engines that are at the same location, but not coupled together.



LR: Late arriving at rest facility (Art. 35.14(b)) (Addendum 81)

Actual time, minimum 1 hour. Applies when a crew has booked rest en route, and arrives at the place of rest after the time rest booked is due to commence. The union's position is that this also applies at the objective terminal. Example: Crew books rest after 10 hours, due to commence at 13:45. The crew is tied up on line and sent to a nearby hotel, where they arrive at 14:15, 30 minutes after rest was due to commence. Claim 1 hour LR.

R2: Ram River travel allowance

30 miles. Claim for conductor and engineer, for transportation between the Ram River sulphur plant and the hotel at Rocky Mountain House.

RE: Rest en-route (non-payable)

Used when tied up en-route. Total time from start to end of rest period. This claim does not pay anything, but is required to be on your ticket when you've been tied up en-route, to avoid 'road overtime' being calculated for your tour of duty. Entering an 'RE' claim does not preclude you from being paid for your time in bed as per article 35A. Example: You gave notice for rest after 10 hours, and were tied up en-route. You arrived at the rest facility at 10:30, and were back on duty at 17:00. Claim RE of 6 hours 30 minutes (RE 0630 T).

SD: Switch industrial (Art. 27)

Actual time. Applies when switching is performed on industrial spurs en-route, at a distance of one mile or more from the main line. (Both Conductor Only or Full Crew).

SJ: Switch junction (Art. 25)

Actual time. Applies to train service employees in through freight service, for all time spent switching at junction points.

ST: Switch turnaround (Art. 24.5)

Actual time. Train service employees switching or delayed at a turn-around point are entitled to pay at through freight rates for all time so occupied.

SW: Switching en-route (Art. 26.3)

Actual time. Applies when you are required to switch cars at a location en-route, in order to set out or pick up cars that are part of your train. For example, you have a car to spot at a customer track, which must be placed behind one or more cars already in that track, or you pick up a car that was placed behind one or more other cars, which need to be re-spotted in the track.



T1: Transfer, one-way &**T2: Transfer, two-way (Art. 75.2)**

T1 \$13.00, T2 \$23.00. Applies to conductor (yard) only transfer movements. The applicable allowance is paid once per shift. Article 83A governs the operation of such transfers. In short, doubling of tracks is to be limited to that necessary to assemble or yard the transfer movement, and switching is only to be performed in order to comply with marshalling requirements, or to set out misrouted or bad order cars.

TM: Terminal time (Art. 24.5)

Actual time. Applies to train service employees when you return to your initial terminal. Example: 314 is called Walker to Wainwright via Scotford. You DH from Walker to Scotford to pick up your train, then take the train to East Jct. via the Vegreville sub, and then to Wainwright via the Wainwright sub. Claim TM from when you hit East Jct. (outer switch on the Vegreville sub) to when you depart the Clover Bar interlocking (outer switch on the Wainwright sub).

TT: Trainperson Trainee Allowance (Art. 108.2)

\$38.00 (yard or single sub) / \$51.44 (extended run). Payable to a conductor or yard conductor who is required to assist in the training of road or yard trainees. Does not apply to already qualified employees on familiarization training.

YF: Yard rates Final Terminal**YI: Yard rates Initial Terminal****YT: Yard rates Turn Around (Art. 24.5)**

Actual time. Applies to train service employees required to perform yard service work in any one yard in excess of 5 hours. Use the applicable claim code for initial time, turnaround time or final time. The 5 hours do not have to be contiguous; if you're called in turn service and perform 3 hours of switching at the initial yard, then return to the same yard and perform an additional 2 hours 30 minutes of switching in the same yard, you can claim 3 hours YI and 2:30 YF, since the total time spent switching in that one yard is in excess of 5 hours. This claim only applies to time spent switching in a single yard, so you can't count time, waiting for instructions, waiting for other movements to clear, etc., or combine time switching at different yards in the same terminal, such as Bissell and Clover Bar.

Note: The requirements in the engineer's agreement are different, so it is possible for the engineer to be entitled to yard rates, even if the conductor isn't.



“Conductor Only” Claims:

Special restrictions apply to the work conductor only crews are required to perform, whether en-route or at the initial and final terminals. At the initial or final terminal, the crew is only required to perform the minimum number of double-overs required to assemble or yard the train, on account of departure or arrival tracks being of insufficient length to hold the full train. Making a long joint in a track, or handling cars that are not part of your inbound/outbound train, is generally a violation. See article 15.2 for details. Please file a conductor only violation if you think that you were instructed to perform work beyond what is required for a conductor only crew.

PE: Pick Up or Set Out en-route, Conductor Only Crew (Art. 13.14, art. 15.2 (b) (v) and (vi))

Actual time, minimum one hour. Applies to conductor only crews required to set out, pick up or switch cars en-route between the initial and final terminals. You are required to make up to three stops en-route to perform such work. You are not entitled to pay for setting out a bad order car, nor does that count as one of the three stops en-route.

PF: Set Out at Final Terminal, Conductor Only Crew

PI: Pick Up at Initial Terminal, Conductor Only Crew (Art. 15.2 (b) (iv))

One hour. Payable for conductor only crews performing switching, picking up, or setting out cars in connection with their own train, at the initial or final terminal. Not applicable to setting out bad order cars, or picking up one or more bad order cars that have been repaired.

Locomotive Engineer Claims:

ET: Engineer Training Allowance

\$38.29 (single sub) / \$51.88 (double sub). Payable to locomotive engineers training an SLE or CLO trainee.

FI: Final Inspection (Agreement 1.2, Art. 5)

15 minutes. Claim when entire train is set out on line, and final time is not being claimed at the final terminal. Example: You're rescued, claim an AE for setting out the train, FI, DH to objective terminal.

SC: Section “C” Water/Ice/Cab etc. (Agreement 1.2, Addendum 31, Section C)

Actual time. Payable over and above time paid for other service, for locomotive engineers performing duties “which are essential in order that a train may proceed without unnecessary delay.”



Short Runs:

Article 31. Applies to crews in through freight or way freight turn service. If the total round-trip mileage is more than 50, but less than 100 miles, short runs will be paid on the basis of 100 miles one way and mileage and terminal switching the other way. Note that a short run does not apply if you deadhead in a taxi for any part of your trip (article 33.19). To claim a short run, submit run miles as actual miles one way plus 100 miles. Enter all other claims and bonuses as usual.

Outer Switches:

These are the outer switches for the subdivisions surrounding Edmonton Terminal, as defined in Art. 36.11 of Agreement 4.3:

Edson sub: West Switch at Bissell

Sangudo sub: Union Junction

Westlock sub: Dunvegan Junction

Vegreville sub: North Edmonton (North Switch Calder Yard)

Wainwright sub: East Switch Clover Bar

Camrose sub: East Edmonton for freight trains required to pick up or set off at East Edmonton –
Bretville Junction for other freight trains.

Train Length Allowance (Art.13.4)

Conductors and assistant conductors in any class of freight service will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial starting point and the point of final release:

3,801 to 5,000 feet	-	\$ 3.00
5,001 to 6,000 feet	-	\$ 7.00
6,001 to 7,000 feet	-	\$ 18.00
7,001 to 8,000 feet	-	\$ 26.00
8,001 to 9,000 feet	-	\$ 36.00
9,001 to 10,000 feet	-	\$ 49.00
10,001 to 11,000 feet	-	\$ 63.00
11,001 and over	-	\$ 87.00

Note: Employees deadheading on freight trains will receive, in addition to their basic pay therefore, the payments provided for in Articles 24.1, 25 and 26.1 and an allowance of \$3.00 in lieu of payment for car step up rates provided for in paragraph 13.4.



Tied Up between Terminals:

Different provisions apply when a crew is tied up between terminals, or “put to bed on line”, depending on the type of service, whether or not notice for rest was filed, and other variables. Not subject to being tied up If a crew is called after serving the maximum held away time as per Addendum 89 (14 hours for the main line single sub, 19 hours for extended runs, 18 for the branch), the crew is not subject to being tied up on line if rest is booked en-route. The crew will be deadheaded to their objective terminal.

Note that you can still be tied up as per article 35A if you don't file notice for rest.

Tied up after notice for rest is filed (Art. 35.10 – 35.16)

If a crew files notice for rest, and is subsequently put to bed on line, they will not be entitled to pay for the time spent tied up. The crew may book between 4 and 8 hours rest on the road (35.12). When the rest period has expired, the crew will be returned to the same train at the same location where they were previously tied up, and will handle the train to the objective terminal. If the train proceeds without them during the rest period, the crew will be deadheaded to the point for which ordered, or to their home terminal, at the company's discretion, as soon as possible after the rest period has expired (35.16). To submit a ticket for this scenario, enter the times starting and ending rest in the “Respite from” and “Respite to” fields. Also enter an 'RE' claim for the total time spent on rest. Example: Rest started at 10:00, resumed duty at 18:00: Respite from: 10:00, Respite to: 18:00, RE 0800 T. The crew is also entitled to two separate AE claims, for setting out and picking up the train.

Tied up when notice for rest is not filed (Art. 35A)

If a crew is tied up between terminals without having filed notice for rest, they will be compensated hour for hour for the first 8 hours in each 24 hours so held. When resuming duty, a new day will commence. There is currently no simple way to claim correct pay for being tied up under Art. 35A, since the original ticket has to be split into two separate tickets, each for a minimum of 100 miles plus applicable time and bonuses. The following procedure is recommended by the CATS help line (780-472-3827):

1. Submit the ticket, including respite times and an RE claim, and any other claims for the trip, as described in the previous section. Don't forget to claim AE both for leaving the train on line, and picking it up again (two separate claims).
2. One crew member submits a stand alone claim (option 42 from the CATS main screen), with claim code AD (adjustment). For dates/times, use the on and off duty times from the original ticket. Hit F4 and enter detailed comments as follows:

- ❖ State that you were tied up between terminals as per Article 35A of Agreement 4.3 and Article 29 of Agreement 1.2. Give the train ID to avoid confusion.
- ❖ Provide the location at which you were tied up, and how many hours of service the crew had at the time tied up.



- ❖ Final outer switch and off duty time for the first “split”: The point at which you were tied up becomes the final terminal for the first of the split tickets. The final outer switch time provided should be the time you arrived at that point, and the off duty time should be the time you left that location to proceed to the place of rest.
- ❖ On duty time and initial outer switch time for the second “split”: On duty time should be the time at which your booked rest expired, and initial outer switch should be the time at which the train departed the point where you were tied up.
- ❖ Specify which claims from the original ticket apply to which part of the trip, if not obvious. For example, if you claimed payment for work on line, specify whether the work was performed before or after the rest period.
- ❖ Specify how the run miles should be divided between the two tickets. You will be paid a minimum of 100 run miles for each split ticket.

3. Pay systems will adjust and split the ticket, and add a claim for the time spent on rest, usually within a few working days. Check the ticket in CATS (option 20) to ensure you are paid correctly. Questions or concerns can be directed to the CATS help line at (780) 472-3827 during regular office hours, or to your friendly union rep.

Currently, the company's policy is that you will be paid according to Art 35A as long as rest notice was not given, and the crew had less than 12 hours on duty when tied up. If you're tied up after having been on duty 12 hours, your AD claim may be denied. It's the union's position that you're entitled to pay under 35A as long as you didn't give notice for rest, regardless of your hours of service when you were tied up. Consult your union rep, who may submit a grievance on your behalf. Note that even if your ticket is adjusted and split by Pay Systems, it may still be subject to auditing later. It's a good precaution to print out copies of your original ticket and AD claim, including comments, since they may be deleted from CATS when the ticket is adjusted. Keep your notes, in case they are needed later.



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TCRC Div 796 Union Member and Collective Agreement 4.3 Quick Reference Guide