



BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

GENERAL COMMITTEE OF ADJUSTMENT – *Canadian National/Wisconsin Central Ltd - Fox Valley & Western Ltd*

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CN/WC BLET Members:

Re: Issues Involving Transport and Lodging of Away Crews at Chicago

A dispute currently exists with the Carrier regarding the proper application of the Agreement to situations where away crews at Chicago are not being properly compensated in instances where their travel time between the lodging facility and their purported on/off duty location exceeds thirty (30) minutes, crews are required to perform covered service at the lodging facility or enroute to or from the purported on/off duty point, and/or crews are not provided lodging within 30 minutes of going off duty. We have attempted to resolve this matter with the local supervision and Manager Mandalas without success.

Article 5 (a) clearly states that engineers will be compensated for **all time on duty**. This is not being complied with by the Carrier in instances where the time an engineer spends being transported to or from the purported on/off duty point exceeds thirty (30) minutes and is converted to other than rest under FRA's "thirty (30) minute rule."

Article 5 (b) states engineers will be paid time and one half for all service performed after ten hours. This is not being complied with by the Carrier in instances where the time an engineer spends being transported from the purported off duty point to the lodging facility exceeds thirty (30) minutes and is converted to other than rest under FRA's "thirty (30) minute rule." This is also not being complied with in instances where a room is not made available to the employee pursuant to the thirty (30) minute rule, which also serves to convert the time spent waiting to other than rest.

Article 16 (a) states engineers will have designated points for going on and off duty each day. This is not being complied with by the Carrier. If your job bulletin designates Markham as your *designated point(s) for going on and off duty each day*, then the Rule requires that you go on duty at Markham, not Joliet, or Kirk, or Munger, or Leithton or a hotel, or any other myriad of places. The Carrier obviously desires the flexibility to change, on a daily basis, the *designated point(s) for going on and off duty each day*;


however, given the Rule's limitation that the "...*Company will consult with the Union prior to bulletining positions where it is proposed to change any On-Duty points,*" Carrier does not now have that right.

Article 16 (b) is quite self explanatory. Obviously, if an engineer is deemed to have reported for duty at the hotel, that is the point at which his pay begins. Conversely, when an engineer's tie up time is adjusted to reflect excessive travel time to the hotel that is the point in time where his pay ends.

I just concluded a conference call this morning with the Carrier concerning the issues stated above. I reiterated to the Carrier that these are violations of Article 5 (a), Article 5 (b), Article 16 (a) and Article 16 (b) of the Collective Bargaining Agreement and are occurring on a daily basis and must cease. Up to this point, the Carrier is still unwilling to agree with the Organization's position on the above referenced Articles. Therefore, it was agreed today between the Organization and the Carrier that all grievance claims related to this issue will be advanced to a tribunal for final adjudicated.

I urge all members to continue to file grievance claims if the Articles above apply to your assignment and a violation occurs.

Fraternally yours,

A handwritten signature in cursive script, appearing to read "John W. Reynolds".

John W. Reynolds
General Chairman – CN/WC, BLET

Cc: M. Ruef – BLET-VP
Local Chairmen