

GENERAL COMMITTEE OF ADJUSTMENT

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214 - 9622 - 42 AVENUE NW
EDMONTON, ALBERTA T6E 5Y4
TELEPHONE: (780) 468-2220
FAX: (780) 463-8560
E-MAIL: utuwest@telusplanet.net

February 7, 2008

Mr. Kirk Carroll
General Manager WOC
10229 127 Avenue
Edmonton, AB T5E 0B9

UTU File: Held Away Violations

Re: The Company's misapplication of the Held Away Agreement – Addendum 89 of Agreement 4.3

Dear Sir:

Our office has received concerns from the field regarding a number of misapplications on the Company's part in the proper application of the Held Away Agreement provisions – mainly the failure of the RTCC to call crews for the time the applicable thresholds are reached.

Although we can understand when there is an occasional occurrence due to programming malfunctions or systems (CATS) being down for maintenance purposes, the information we are receiving is indicating the more likely cause is of human failure instead.

Also of concern are crews being called just short of the threshold in order to be able to circumvent General Provision 2) which states:

“Employees who reach the applicable maximum threshold under this agreement can be utilized on a train or deadheaded to their home terminal but are not subject to be tied up en route if rest is booked en route. Employees booking rest en route will be returned to their home terminal in accordance with Article 35.13 (a) (ii). The parties fully recognize that the terms and conditions of Article 35A.1 and Article 34.2 remain applicable.”

It is obvious to this office that the action of calling crews just short of the threshold when the train is outside of the calling range is for the sole purpose of being able to tie the crew up online in the event rest is booked.

We therefore remind your office of General Provision 3) which states,

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***New Address Effective October 1st, 2007
105, 10423 178 Street NW, Edmonton, AB T5S 1R5

“The parties agree that the Company will not order employees in advance of the time they would actually be required for the sole purpose of avoiding the payment of applicable rates. Disputes resolved under this principle will result in the payment at the applicable rates of pay for all time so held. This agreement will be included in Article 44.7 (f) of agreement 4.3.”

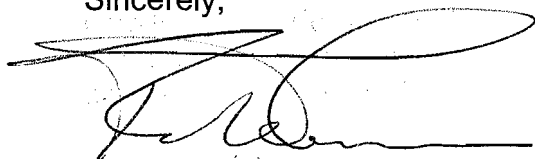
We trust that your office will act to ensure the aforementioned problems will be resolved. However, in order for the Union to ensure future compliance, please be advised that we will be requesting that our members forward on any suspect violations or sharp practices to our office for processing through the grievance procedure.

We also wish to remind your office of the requirement (as per the letter of understanding dated effective July 19, 2002) that requires our office to be notified when Main Track Disruptions (MTD) known to last for over eight (8) hours occur and results in the threshold rules being suspended.

Although it is not a requirement under the letter of understanding for your office to advise ours when the main track is returned to service and the thresholds reinstated sixteen(16) hours thereafter, we request that this notification also be provided to us so that we can ensure the legitimacy of any violations we receive from the field.

Your diligence in addressing these matters is appreciated.

Sincerely,



Robert S. Thompson
General Chairperson
U.T.U.

cc: J. Vena, CN Rail
All Local Chairpersons
Secretary, All Locals

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