



# **TEAMSTERS CANADA RAIL CONFERENCE**

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General Committees of Adjustment  
Canadian Pacific Railway

**Greg Edwards  
Benoit Brunet  
General Chairmen  
Locomotive Engineers**

**Dave Fulton  
Bruce Hiller  
General Chairmen  
Conductors, Trainmen, Yardmen**

July 06, 2015

Mr. Guido Deciccio  
VP Operations  
Canadian Pacific Railway  
401 - 9 Ave SW  
Calgary AB T2P 4Z9

Tony Marquis  
VP Operations  
Canadian Pacific Railway  
2025 McCowan Road  
Scarborough, ON M1S 5K3

Dear Sirs;

Please accept this appeal as a policy grievance; as well as an urgent matter between Canadian Pacific Railway and the Teamsters Canada Rail Conference with regard to the calling and handling of Trainmen who are qualified as Locomotive Engineers. Further, this is in regard to the discussions at the CP Cross Functional Policy Committee meeting and Mr. Guerin's letter of June 29, 2015.

As you are well aware, the Company has recently changed the handling of the Locomotive Engineer Extra Board and Trainmen not set up Locomotive Engineers. Specifically, the Company is, without notification, unilaterally showing Trainmen / Yardmen as missing calls for Locomotive Engineer work while on their scheduled days off and / or, not expecting a call for work. The Company is using the alleged missed to calls to punish these employees in terms of both lost wages and the non-accumulation of benefits. Further, the Company is now investigating these Trainmen / Yardmen when not available for Locomotive Engineer work for the purposes of discipline.

It is the Union's position that these Company actions are in violation of the Collective Agreements, past interpretations and application of collective agreement language, the KVP award and the recent agreement on returning to work following the national strike. In the alternative, the Company is estopped from making this change.

Prior to the Company's unilateral actions in this regard, employees qualified as Locomotive Engineers and not working as such who were not available for service as Locomotive Engineers were properly shown as being rejected for call and not available, CMA code

(RJNA). This is consistent with the Collective Agreement and the historical practice of handling these employees. Currently, the Company is showing these employees, with regular positions in Conductor pools and on Trainman / Yardmen spareboards, as missing calls; and subsequently adjusting their turn to the bottom of their respective board when a call for service as a Locomotive Engineer is either missed or not accepted. There is no language, or any reference to removing and repositioning an employee's Trainman position based on their availability on the LEEB board. Further, there is no obligation to these employees to be available; other than for their respective unassigned turn as a Trainman, or to protect their regular assignment as per the Weekly Placement Process rules.

As we discussed in Toronto at the Policy Committee meeting in June, and contrary to Mr. Guerin's letter, dated June 29, 2015, the Company has acknowledged the fact there is no contractual obligation of an employee to answer their phone when called for work as a Locomotive Engineer and when not working as such. In fact, the Union was approached for relaxation of the collective agreement language in this regard. We also discussed, as members of the Policy Committee, the significant safety aspects of employees being unexpectedly called, whether on assigned days off or when not first-out in a pool or on a spareboard, and being required to work in a safety critical environment under the threat of discipline. Mr. Guerin's letter and response to a question before the committee does not address this significant safety aspect; but does confirm the intention of the Company to impose disciplinary sanctions against an employee who fails to accept calls, regardless of their expectation for said calls. The Union's concerns are on record and remain outstanding.

With respect to employees being called off the Locomotive Engineer Extra Board (LEEB), employees will take ad hoc trips work when called. The language and interpretation of this clause has always been based on terms of when an employee receives a call, they will accept the call if fit for duty. This language is based upon employees being called consistent with Local Calling Rules. As you are aware, most of the Local Calling Rules have been cancelled by the Company in this regard.

The Union also disputes the fact that Trainmen are being called prior to exhausting all other avenues of providing relief by set-up Locomotive Engineers. Mr. Guerin's letter refers to an alleged "guiding principle" to support the decision to call a Trainman when other Locomotive Engineers are available for call. With respect, we have a Collective Agreement; and these guiding principles and / or Company policies are in direct violation of our clear and unambiguous contract language contained within. Not only is this a violation of the CTY agreement but also the preamble and Articles 4, 9, 21, 25, 30 and 35 of the LE Collective Agreement.

While we disagree with the Company's actions in their entirety; employees have a right to understand and be informed of the Company's change in application and policy. The Company appears to be relying on the Union to communicate to our Members, the manner in which the Company will violate the Collective Agreements and attempt to justify its

actions. As such, we believe these above noted activities of the Company are in violation of the standards outlined in the KVP Award and related jurisprudence. Further, these change in working conditions are contrary to the return to work agreement dated February 16, 2015, item 4 following the legal strike action taken against the Company. Finally, it is the Union's position the Company is estopped from making said changes, and these actions are causing irreparable harm to the TCRC Bargaining Unit.

Therefore, for the given reasons, the described Company actions are in violation of Collective Agreements including, but not limited to, CTY West Articles 20, 76, 79, CTY East Article 76, Auxiliary Board language from the 2007 MOS, the above noted LE Collective Agreement provisions, the KVP award, and the February 16, 2014 RTW agreement.

The Union requests the Company immediately cease and desist the improper calling of Trainmen / Yardmen in these circumstances and judging these employees as missing calls, and the unilateral action of improperly altering these employee's board positions following this exploit. We further request this work be properly assigned to any and all available Locomotive Engineers who are available for such work, and as mandated by the Collective Agreement. The Union also requests all employees affected by this improper application be made whole for all lost wages and be afforded the removal of all associated discipline; as well as the recalculation of EDO's or any other benefit affected by the Company's arbitrary actions.

The Union reserves the right to expedite this matter to arbitration, and / or seek an interim order from CROA in regard to this matter. In addition, to allege a violation of, refer to and/ or rely upon any other provisions of the Collective Agreement and / or any applicable statutes, legislation, act or policy.

Regards,



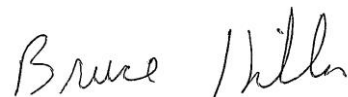
Greg Edwards  
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