



Teamsters Canada Rail Conference

General Committees of Adjustment
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December 23, 2008

VIA EMAIL

Mr. R.E. Wilson
AVP, Industrial Relations
600 - 401 9th Avenue S.W
Calgary Alberta
T2P 4Z4

Dear Sir,

This is in response to your letter of November 18th, 2008 and with regard to your concurrence to allow a grievance to be progressed directly to your Office in dispute of the Company's demand to have Cranbrook-based employees report to work at Fort Steele.

The Union contends the changes planned by the Company are contrary to these Articles of the respective Agreements;

The Memorandum of Settlement signed December 5, 2007 section I item 1 provides; 1) The foregoing changes are in full settlement of all demands served by and upon Canadian Pacific Railway Company and the Teamsters Canada Rail Conference;

and,

Article 36.01 (LE) and Article 80.01 (CTY) respectively provide that; "All differences between the parties to this Collective Agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to the Canadian Railway Office of Arbitration and Dispute Resolution for final settlement without stoppage of work.";

and,

Article 35.01 (LE) and Article 79.01 (CTY) respectively provide that; "Rules necessary to meet local conditions and not inconsistent with the provisions of this Collective Agreement may be negotiated and made effective, subject in each case to the approval of the General Manager and the General Chairperson."

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and,

Articles 6, 7, and 8 of the Sparwood Run Through Agreements;

6. Wherever this Memorandum of Agreement refers to transportation of crews, the Company will provide free transportation in a vehicle of adequate size, with a competent driver.
7. *Locomotive Engineers/Trainmen* at Cranbrook required for service to Sparwood, Crowsnest or Golden from Fort Steele will be so advised at the time of call and will report for duty at Cranbrook at the time ordered for. The crew will be transported from Cranbrook to Fort Steele. Payment for initial terminal time will commence from the time of reporting for duty at Cranbrook until the departure of the locomotive from the outer main track switch or designated point at Fort Steele.
8. *Locomotive Engineers/Trainmen* completing road trips at Fort Steele will be transported to Cranbrook. Payment for final terminal time will commence from the time locomotive reaches the outer main track switch or designated point at Fort Steele until the time of final release from duty at Cranbrook.

Note: *Locomotive Engineers and Trainmen are combined in the above Sparwood Run Through Agreement reference, as the language in Articles 6, 7, and 8 is otherwise identical in the separate Agreements governing these employees.*

You state that the Company does not require Local Agreements to operate. However, the Company is obligated to adhere to Agreements to which they are a Party. With regard to this dispute, the Company is a Party to Agreements with defined provisions pursuant to employees reporting to work at Cranbrook for trains operating via Fort Steele.

With regard to your question, *“Is it the Union’s position that we need to serve the cancellation clause to eliminate this local rule?”* The Sparwood Agreements provide that if cancelled *“such cancellation shall serve to immediately restore Agreements that were in effect prior to implementation of this agreement”*.

Each of the Agreements required to be restored by the cancellation of the Sparwood Run Through Agreements have virtually identical provisions requiring employees to report to work at Cranbrook or report off duty at Cranbrook, and require the Company to taxi employees on either initial or final time between Cranbrook and Fort Steele.

Further, the Union contends the cancellation provisions contained in the Sparwood Run Through Agreements were effectively superseded by the subsequent inclusion of the Sparwood Run Through Agreements in the respective Collective Agreements. Accordingly, it would be contrary to the Memorandum of Settlement dated December 5, 2007 if the Company were able to amend the Collective Agreements by cancelling these agreements. Further it is our position that the matter can also be determined on the alternate grounds of estoppel.

For 25 years, the Parties have bargained successive Collective Agreements, during which time the Company and Union have agreed to the foregoing terms. The practice of 25 years and the Company's failure to amend these Agreements at the bargaining table clearly constitutes a representation that no change would be brought in the method of reporting for duty in Cranbrook and being transported to Fort Steele.

The Union also clearly relied upon the Company's silence at the bargaining table over the last 25 years. At a point when the Union is no longer able to protect itself through bargaining, the Company has now sought to arbitrarily impose a change that is detrimental to our membership and not contemplated by the Collective Agreement or any other Agreements.

This letter, in addition to our letter of November 11, 2008 constitutes the substance of the Union's dispute in this matter, and notwithstanding this, the Union reserves the right to allege a violation of, refer to and/or rely upon any other provisions of the Collective Agreement and/or any applicable statutes, legislation, acts or policies.

In resolve of this grievance the Union respectfully requests that the Company withdraw the unilateral changes advanced in its letters.

Please do not hesitate to contact the undersigned if you require further clarification with regard to this matter.

Sincerely



Dave Able
General Chairman

Sincerely,



Dave Olson
General Chairman

cc. Al Singer - Local Chairman, Div 563 LE
Blair Church - Local Chairman, Div 563 CTY