



# Teamsters Canada Rail Conference

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General Committees of Adjustment  
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Dave Able  
General Chairman  
Locomotive Engineers

Dave Olson  
General Chairman  
Conductors, Trainmen & Yardmen

April 28, 2011

Mr. Guido Deciccio, VP Operations  
Canadian Pacific Railway  
401 - 9 Avenue SW, Sixth Floor  
Calgary, AB T2P 4Z4

Mr. Kevin Sali  
Superintendent CP Rail  
Fort Steele, BC

Dear Sirs,

In accordance with article 22.02 we are advancing this Step 2 grievance concerning the Company's unilateral decision to call Locomotive Engineers to work as Conductors on April 17, 2011 at Fort Steele. In the interest of expediting this important issue, the General Chairman has signed this grievance and we have also addressed this letter to the Vice President of Operations for CP Rail. We request that this grievance be considered as properly filed directly at step 3.

The filing of this grievance isn't intended in any way to prejudice our right to pursue the matter with the Canada Industrial Relations Board under the provisions of the Canada Labour Code.

The following Locomotive Engineers were affected by this practice; Steve Stupar at 1945, Jim Hagel at 2100, Shawn Marlow at 2150 and Bernie Plant at 2245 on April 17, 2011.

The history of this issue is both long and clear. All members who are set up as Locomotive Engineers, Firemen, Second Engineers or any other position represented by this office and our precedents, work exclusively under the terms and conditions of our Collective Agreement and only in the craft we represent. Once set up into our Bargaining Unit such Members are required to exercise their Locomotive Engineer seniority within their terminal prior to exercising any options they may have in other bargaining units.

Historically the Company utilized shop craft employees as a source for Firemen trainees, who would later train as Locomotive Engineers. With the elimination of the

Fireman position the Company has primarily relied on the Conductor, Yardmen and Trainmen ranks to find candidates to train as Locomotive Engineers. There were and are provisions in the Company's agreements with other Bargaining Units on how select candidates and also how those who successfully complete the training may be used as Engineers when required on both a weekly basis and on an ad-hoc, one trip basis.

Given the parties involved and in the interest bargaining combined with the long history the resulting system, while complex, is very specific and defined. The Company has signed agreements with other bargaining units to allow their Membership to work under the terms and conditions of our Bargaining Agreements on a temporary or ad-hoc basis.

The Company has at the same time negotiated provisions in the Locomotive Engineers agreements which allow Engineers who aren't working as such to have this work, under certain terms and conditions. These Agreements encompass calling procedures, working conditions, compensation for differences in wages and other contingencies as may have been negotiated between the Company and other Bargaining Units. This office has understandings with other Bargaining Units concerning dues and representational issues.

During this evolution the Company has protected its own interests in many ways, including not bargaining provisions to allow Locomotive Engineers to work in other crafts, once they are set up as Engineers. This office and those of any other Bargaining Units have also protected our interests as required, yet we have no understandings or agreements with the Company or any other Bargaining Unit concerning set up Engineers working in any other craft.

This grievance is supported by many provisions in our Collective Agreement and we offer the following as two examples of these one way provisions.

Article 21.02 provides, in part;

Locomotive Engineers may not reduce themselves.

Article 33.06 provides;

Should there be no available pool Engineers to fill pool vacancies or spare Engineers to fill necessary vacancies, the senior available qualified Locomotive Engineer not working as such will be used.

Once set up as Locomotive Engineers there is no requirement that our members maintain their qualifications in any other craft. Many of our members have during their careers worked in the Shops, Engineering, Signals, Network Management departments of the Company. In this case, the other craft was that of Conductor. Often the Company provides training to Conductors that Locomotive Engineers don't receive. One example is the AIR tablet training.

The Company's actions in this case are in violation of many provisions of our agreements, including, inter alia, the Preamble and Articles 21, 25, 30 and 33 in our Collective Agreement.

Further, these actions are in violation of the Canada Labour Code, including, inter alia, Part I sections 36, 56, 94(1), 94(2), 94(2.1), 94(3) and 96.

In consideration of the above, the Collective Bargaining history and past practice, the Union submits the concept of estoppel applies and the Company is barred from calling our Members for any work not covered by our Collective Agreement.

We therefore are requesting that the Company cease and desist from calling Locomotive Engineers to work in any other craft. We are further requesting damages sufficient to prevent future violations of our rights.

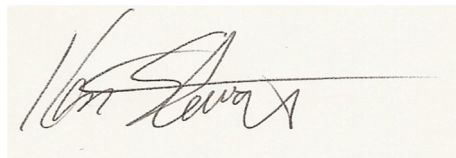
The Union reserves the right to allege a violation of, refer to and/or rely upon any other provisions of the Collective Agreement and/or any applicable statutes, legislation, acts or policies.

Yours truly,



Dave Able  
General Chairman, LE West

Yours truly,



Ken Stewart  
Local Chairman, Div. 563 Cranbrook BC