



Teamsters Canada Rail Conference

General Committees of Adjustment
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December 30, 2013

Mr. Mike Farrell
General Manager Operations Prairie
Building 9, 1720 – 30th Ave SE
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Mr. Brad Thiede
General Manager Operations Central
660 Jarvis Avenue
Winnipeg, MB R2W 3B1

Dear Sirs:

Re: Policy Grievance Street to Seat Training

In accordance with Article 22.02 LE and 71 CTY of the current Collective Agreements we file this grievance regarding the Company initiative Street to Seat Training Program.

Messrs DeCiccio and Marquis letter of December 17 lays out the position of the Company in the above mentioned matter.

They further advised that should we feel aggrieved to initiate action under the processes available. This letter is in response to this invitation.

The Vice Presidents' response is clearly from a position of not understanding the *Canada Labour Code* or the Collective Agreement.

They state in their letter that "employees that operate trains do not belong to any one group. They are first and foremost employees of the Canadian Pacific Railway Company."

This statement is clearly contrary to the contractual rights of our members under the Collective Agreements and contrary to the provisions of the *Code*, including sections 94(1)(a), 94(3)(a),(b), (c), (e) and (f) thereof.

The Preamble of the Collective Agreements clearly states that the Company "recognizes the Teamster's Canada Rail Conference... as the sole and exclusive bargaining agent for all of its employees classified as [running trades employees]".

The Company officers then state that there is no “culture of fear at Canadian Pacific Railway;”

We are glad to hear this and have to trust that the Vice Presidents have reigned in the rogue managers that allegedly made the offending comments. We will relay to our members that the Vice Presidents have assured us that there will be no reprisals or discipline for refusing to train managers or other employees to operate the equipment we are in charge of and responsible for.

The Vice Presidents then take offense to our supposed unfounded allegation of “union busting”. We find this an interesting comment in light of VP Peter Edwards’ presentation to the shareholders and public at large. He clearly stated about the plans of training at least 800 managers to operate trains. He then advised that this would put a new dynamic to collective bargaining. Mr. Harrison then went into a diatribe that ended with him stating to the media and public at large “I owe them one”.

It is clear to the undersigned that the actions of the Company are aimed to undermine the bargaining agent in contravention of the *Code* and the Collective Agreements.

The interference in the representation of our members is abundantly clear in the response to our step 3 grievance Union file R36 355-4808 Company file ZAC0035. The Company does not acknowledge their obligations under the Canada Labour Code. The Company is clearly in the overt process of undermining the bargaining unit from the start of the whole process.

The Vice Presidents then want to deflect blame for their poor planning and management by blaming the Union for time off on Union business. This is an interesting comment due to the escalation of investigations, suspensions, discipline, over hours violations, excessive held away, and other wanton collective agreement violations that take the local representatives away from doing the job they truly would prefer to do. This is only indicative in our view of the anti-union animus that the Company has displayed to the Union and the disrespect of our membership that is rampant in the environment of today on Canadian Pacific.

The Vice Presidents finally go on to incorrectly surmise that our “membership does not train employees to operate trains. There are many components...”

We can agree that there are many components, but it is our membership that is vital to the process and the Collective Agreement mandate of who we train is without question in our view.

They then surmise that that “there is no collective agreement language that restricts management’s ability to require bargaining unit employees to complete training for and qualify managers....”

Both collective agreements clearly state that “ A Trainman/Yardman must have at least two years of cumulative service in train or Yard service prior to commencing Locomotive Engineer Training.

Clearly none of the people the Company is purporting to train fit into this category.

Further Article 21.01 of the LE agreement clearly states how people will be accepted into the Engineer training program.

The Union has clearly voiced our grave concerns for the safety of our members and the public at large in having people who only have had cursory exposure to the elements of train operation and are not experienced enough to understand the catastrophic consequences that can result from an accident due to inexperience or lack of knowledge. The lack of working experience that has been clearly recognized by the Company through the collective bargaining process and beyond in the operating environment and the exposure gained through actually working for a minimum of 2 years is clearly recognized as the safest method for training. The lack of training offered by the Company in this matter is clearly inadequate and a danger to the employees and public at large.

The managers are very welcome to ride along with our members as we believe that they should be educated on how the business operates, however, when it comes to operation of the equipment, we have the exclusive right pursuant to our Collective Agreements, the Code and Arbitral jurisprudence to perform this work and who we have agreed to train and when we will train them.

The Company clearly has plans in regard to the training of managers and the Union is of the position that it is incumbent of the Company to supply full disclosure of all details and the plan for the Street to seat training initiative including but not limited to:

How many non-union employees and who are targeted for training?

Is the Company taking applications from interested people in all departments unionized and non-union?

Is training a requirement for non-union employees?

How many non-union employees are trained to date?

How many non-union employees does the Company plan to train in 2014?


The Union also requests full disclosure of all the course material and training instructions that the Company is supplying to non-union employees.

The Union respectfully requests that the Company cease and desist this practice immediately.

In addition to the above, the Union reserves the right to allege a violation of, refer to and / or rely upon any other provision of the Collective Agreement, and / or any applicable statutes, legislation, act or policies.

Should you have any questions do not hesitate to contact the undersigned.

Yours truly,



Dave Able
General Chairman, LE West



Dave Olson
General Chairman CTY West

cc: Local Chairs GCA Western Canada