



# **TEAMSTERS CANADA RAIL CONFERENCE**

---

General Committees of Adjustment  
Canadian Pacific Railway

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

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

R106-355.8861  
500.03.8860

July 23, 2015

**VIA EMAIL**

Mr. Dan Sewell  
General Manager Operations BC  
Building 9, 1670 Lougheed Highway  
Port Coquitlam, BC V3B 5C8

Mr. Ben Serena  
General Manager Operations SO/PQ  
2025 McCowan Road - GYO Building  
Scarborough, ON M1S 5K3

Ms. Tina Sheaves  
General Manager Operations Prairie  
Building 9, 1720 - 30th Ave SE  
Calgary, AB T2G 5S4

Mr. Mark Redd  
General Manager Operations Central  
660 Jarvis Avenue  
Winnipeg, MB R2W 3B

Dear Sirs & Madam:

In accordance with Articles 71.02 CTY and 22.02 LE of the grievance procedure we are advancing this policy grievance to your office on behalf of all of the members we represent. This is relative to bulletin 092-15 issued July 15th, 2015 and Labour Relations' letter of June 23rd in regards to employees booking unfit following concerns we have raised at the Senior Health & Safety committee meeting June 16th in Toronto.

In a letter of June 23, 2015 Director, Labour Relations David Guerin provides several interpretations of the Unfit clause that we object to. To begin, the Kaplan Award of December 19, 2012 provided a new clause to three of our Collective Agreements and added to the Locomotive Engineers West Article 32.01. It is not relevant what heading was contained in the award, the new collective agreement provisions are clear. The unfit clause is to be utilized when employees are physically unfit. There are no qualifications that restrict the use of the clause only to when the reasons for being unfit is fatigue.

Mr. Guerin states that the unfit clause should not be used at the time when the individual is contacted for work. The Union objects to this as there are many occasions where the employee is unfit due to being called well before they should be expected to be called or where they are being contacted for work they are not obligated to protect. As the employee hasn't accepted a call yet they are still able to inform the CMC so they may not be called. The circumstances of each situation will dictate the appropriate actions and what is relevant for the employee to determine relying on their rights under the collective agreement.

Company bulletin 092-15 contains many of the same egregious assertions about the Unfit clause as the letter from Director Guerin. It is clear the Company is trying to minimize the rights we have in the Collective Agreements and intimidate our membership into not utilizing this right, particularly when they have been caught short on a call.

The bulletin also advises our members that when they do book unfit they will be asked why they are unfit and when they will be expected to book back on. Please be advised that at that time the member may or may not be able to answer such questions and should they choose not to that in itself should be no grounds for discipline.

In reading the aforementioned, it is obvious that our members, your employees are being discouraged from booking unfit for any reason. It is unconscionable that the company would perpetuate such a totally ridiculous position that could result in tragic consequences.

If you are NOT aware, our members are subject to call at any time, 24 hours a day, 7 days a week with very little or no assistance from the company in the form of information to advise them when they would be required. Lineups are atrocious, assignments are bulletined on a when required basis, short calls, long layovers and the list goes on. In addition, our members who are forced to work without sufficient sleep or being unfit may be answerable in discipline for errors of judgment and the sometimes tragic consequences that may result. We strongly suggest that you take a moment and review CROA 1677.

Be assured of one thing, this office will do whatever is necessary to protect our members against this type of antiquated and intrusive management philosophy.

If you do not withdraw this directive, heaven forbid, place one of our members in a situation of tragic results, their blood will be on your hands and you will be held responsible. We strongly suggest that you review the “Westray Act, Bill C-45”, which was enacted by Parliament November 7, 2003.

For the reasons above the Union contends that this bulletin and letter issued concerning our members booking unfit are in violation of LE West Article 32 and the Kaplan award. We further submit that your policy regarding booking unfit cannot be sustained in consideration of jurisprudence and the KVP test. We therefore request that Bulletin 092 - 15 be withdrawn. In the absence of its withdrawal and by way of a copy of this letter, we are hereby advising our members that if they are unfit and unable to perform their duties as required, they are to call CMC and book unfit. They are instructed not to be argumentative or get into lengthy discussions but to politely inform the CMC of their status and it is up to their own discretion if they choose to answer the questions posed at the time they are booking unfit.

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.

Your attention to this matter is appreciated and we await your reply.

Regards,



Greg Edwards  
General Chairman, LE West



Dave Fulton  
General Chairman, CTY West



Benoit Brunet  
General Chairman, LE East



Bruce Hiller  
General Chairman, CTY East

cc: Mr. Doug Finnon, President Teamsters Canada Rail Conference  
Mr. Guido Deciccio, VP Operations CP Rail - West  
Mr. Tony Marquis, VP Operations CP Rail - East