



Teamsters Canada Rail Conference

TCRC Division 657
Canadian Pacific Railway
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Les Daley
Local Chairman
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John Kiengersky
Local Chairman
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April 21, 2010

Dwayne Dergousoff
Superintendent
Mountain
CP Rail

Re: TCRC-LE Collective Agreement, Article 22.02 and TCRC-CTY Collective Agreement, Article 71.02 Step 2 joint grievance in conjunction with the recent number of over hour violations of LE Article 27.06 and CTY Article 29.07, giving proper notice of rest and in and off duty within 10 hours involving crews working Road Service out of Revelstoke, Mountain Division.

Mr. Dwayne Dergousoff,

The Union acknowledges that your office is aware of the details surrounding the listed violations and that you have followed up on each, gathering information and making inquiries of those responsible. However the violations continue and your efforts have so far not had the desired effect of ending the NMC's nonchalance as it pertains to these infractions.

Over hours violations for March 2013;

Westbound Shuswap Subdivision

675-085 ordered 1230 March 3, 2013
DOMTS/WKBGN - 1352
AOMTS/RRT - 2200
Off Duty - 2225
Crew: Engr L Humphreys, Cndr B Walsh
Proper Notice Given
Time on duty: 10hrs 15mins

861-039 ordered 0300 March 13, 2013
DOMTS/WKBGN - 0540

AOMTS/RRT - 1240
Off Duty - 1315
Crew: Engr M Bafaro, Cndr D Bellows
Proper Notice Given
Time on duty: 10hrs 15mins

Eastbound Mountain Subdivision

408-07 ordered 0030 March 9, 2013
DOMTS/WKBGN - 0427
AOMTS/RRT - 1032
Off Duty - 1115
Crew: Engr T Wolgram, Cndr C Ayotte
Proper Notice Given
Time on duty: 10hrs 45mins

Westbound Mountain Subdivision

837-387 ordered 0335 March 9, 2013
DOMTS/WKBGN - 0414
AOMTS/RRT - 1340
Off Duty - 1355
Crew: Engr V Baird, Cndr S Helms
Proper Notice Given
Time on duty: 10hrs 20mins

814-0074 ordered 0415 March 8, 2013
DOMTS/WKBGN - 0630
AOMTS/RRT - 1617
Crew: Engr J Beech, Cndr R Ferron
Called incorrectly in TCS, no notice (should have been Golden Turn)
Time on duty; 12hrs 45mins

The above information shows a total of 4 crews, confirmed over 10 hours on duty after giving proper notice to be in and off in 10 hours. 1 crew over 12 hours when called in TCS. These violations have all occurred in the Month of March 2013.

The applicable articles violated for Straight Away crews are Article 29 (CTY) and Article 27 (Engineers). The applicable articles violated for Turn-around Combination Service are Article 24.13 (CTY) and Article 5.02(13) (Engineers).

The Union recognizes that there are unforeseen situations that arise on geographical territory like that found on the Mountain Division. However, the Union contends that it is situations like this that give rise to a more urgent need to monitor and relieve crews in a timely fashion to avoid these over hours violations. It simply cannot be accepted by the Union that these violations are a result of unforeseen circumstances. The Union contends that these violations are a failure on the part of the company to plan and make contingencies to deal with such disruptions in service.

During the month of March 2013, crews have been left in a position of having to run the train over 10 hours as no relief was provided by the company. The Union is aware of

instances whereby crews were contacted over the radio and told to either run the trains through to destination over 10 hours, or to wait an undetermined time for relief to arrive. In either case, the crew would still be on duty in excess of 10 hours. In fact the option to run the train to destination would result in the crew being over 10 hours, yet on duty less time than waiting for relief that had not even been ordered. The Union contends that this is not a case of giving the crew a choice, but rather an ultimatum.

The Union also feels it is necessary to remind the Company of CROA Case No. 4078. This was an award by Arbitrator M. Picher, dealing specifically with violations of Articles 29 (CTY) and 27 (Engineers) in which he states;

"... I am compelled to accept the submission of the Union that there has been a failure to fully honour the requirements of these articles. I cannot accept the implicit suggestion in the position of the Company that the payment of the penalty provided for under Appendix 9 of both collective agreements is tantamount to a licence to violate the substantive requirement of these articles with impunity. To dismiss the grievance would be to effectively countenance that view."

The Union must agree. The payment of any penalty does not give the company the right to ignore the provisions of these respective articles. In fact, in many cases these crews are not even entitled to penalty payments.

As a resolve to this grievance, the Union requests that the Company immediately begin relieving crews in a timely fashion in order to avoid these violations. The Union requests that the Company develop a plan, and share this plan with the Union, a plan designed to avoid these violations now and in the future. The Union also offers to participate in development of such plan.

Fraternally,



Les Daley
Local Chairman Engineers



John Kiengersky
Local Chairman CTY A



Wally Thacker
Local Chairman CTY B