



Teamsters Canada Rail Conference

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July 26, 2014

Mark Jackson
Superintendent
Mountain Division
CP Rail

Dear Sir,

On July 21, 2014 the award from Arbitrator Picher was released regarding the Ad Hoc arbitration held July 7, 2014 in relation to the replacement of directional pools and establishment of common pools at various terminals.

During the hearing held on July 7th, the company argued that Appendix 37 of the MOS 2007 was still in effect. The Union disagreed as contract appendices historically ceased to exist unless expressly added or amended into future agreements. Even if the Union were to agree that, regardless of past negotiation understanding, Appendix 37 were in effect or carried forward after the Kaplan Award, the company had simply made no attempt to adhere to it.

Arbitrator Picher however agreed with the company and in more than one location within his award quoted Appendix 37 and made clear that local rules cancellations were bound by its tenets.

Mr. Picher also gave a clearer picture within his award of how the existence of directional pools had been established;

It does not appear disputed that directional pools at any given location are the product of local rules, agreements and practices.

The Arbitrator then turns to the possible cancellation of such local rules;

In 2007, the parties expressly negotiated language giving either party the ability to trigger a cancellation clause upon 30 days' notice. That is reflected in paragraph 4 of the Appendix 37 reproduced above.

The Union would now draw your attention to remedy that Arbitrator Picher put forth regarding directional pools, such as in Revelstoke, that are now understood to be established through local rule;

Firstly, at those locations in Canada where directional pools have been established pursuant to local rules, and where the agreement does contain a cancellation clause, it is fully open to either party to terminate that agreement in accordance with the notice provisions. Secondly, in locations where directional pools have been established on the basis of local rules which do not contain any cancellation clause, by the operation of Appendix 37 such local rules can be cancelled by either party on 30 days' notice.

The third scenario of the award of the Arbitrator deals with directional pools established through material change which we can all agree is not the case in Revelstoke.

On February 7, 2014 the company through your office served notice to cancel directional pools in Revelstoke on both the Mountain and Shuswap subdivisions effective February 16, 2014. The local agreements for these two pools did not contain a cancellation clause, thus as argued successfully by the company Appendix 37 directs that proper 30 days notice be afforded.

The Union, after consideration of the award of the Arbitrator, requests that the directional pools in Revelstoke that did not contain a cancellation clause be reestablished with the requisite 30 days cancellation allowing either party the option to exercise it. The Union believes that it is quite possible that the company would immediately trigger such a cancellation. However even a mere 30 days giving the members of this Division the ability to better plan when they would be required for duty and thus the ability to be less fatigued would ease their stress and most probably lead to them requiring less rest during whatever time the directional pools remained in effect. Secondly the company would likely benefit from a less fatigued work force and would collaterally see an ease in the manpower situation that has existed since the establishment of the common pool.

At this point the Union turns to the remainder of Appendix 37 noticeably absent from the Company's argument before the Arbitrator. Specifically we would direct you to paragraph 7 of the appendix which states;

7) Locations that presently have local rules that provide for rest beyond 24 hours will continue to maintain this rest provision for the duration of this agreement except, that if there is a concerted use of the local rest rule to initiate any type of illegal work action as determined by a third party, such as the Canada Industrial Relations Board. In such instances, the extended rest rule will be immediately cancelled at that location.

The company has argued and the Arbitrator has agreed that Appendix 37 is still in effect and applicable and as such the Union requests that the local rule providing for rest beyond 24 hours in Revelstoke (30 hours) be immediately re-established as per the Ad Hoc Arbitration Award of July 21, 2014.

We are available at your convenience to discuss our request.

Sincerely,



Les Daley
Local Chairman
Engineers



John Kiengersky
Local Chairman
CTY A



Wally Thacker
Local Chairman
CTY B