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R. W. HURL
GENERAL SECRETARY
935 - 4TH ST.
CALGARY, ALTA.

**BROTHERHOOD OF RAILROAD TRAINMEN
GENERAL GRIEVANCE COMMITTEE**

**CANADIAN PACIFIC RAILWAY
PRAIRIE AND PACIFIC REGIONS
PHONE 266-2574**

REFER TO FILES: 663-TC-254
RS-5-B.

October 26th, 1966.

TO: All Road Local Chairmen,
Lodges 34 - 394 - 223 - 270 - 306 - 722 -
663 - 600 - 847 - 840 - 304 - 785,
Brotherhood of Railroad Trainmen,
Prairie and Pacific Regions,
Canadian Pacific Railway.

Dear Sirs and Brothers:

When the General Committee was in session from September 27th to October 8th, 1965, it was advised of a controversy that had developed with the General Manager on the Prairie Region, in connection with defining terminals for unassigned crews within the meaning of the last paragraph of Article 11, (c)(1), which refers to:-

"The regular points between which crews regularly run."

The purpose of the review was to obtain a directive from the General Committee on the further handling of this controversy and it was dealt with as Question No. 22, shown on Page 48 of the 1965 Minutes, when the following actions were taken:-

MOTION - Male and White:

"It is the opinion of this Committee that the end of steel and end of seniority districts should be recognized as a terminal for unassigned crews on all Subdivisions and an understanding with the Company to this affect is acceptable."

CARRIED.

MOTION - Wiedeman and McArthur:

"This General Committee forward to the General Chairman's Office, information as requested on the regular points between which unassigned crews regularly run."

CARRIED.

Following these actions I progressed this matter further with the General Manager but before I received the requested information from all Local Chairmen as to their terminals for unassigned crews, a decision was rendered in Arbitration Case No. 20, heard at Montreal on Monday, January 10th, 1966, which more or less prejudiced our position with respect to crews running from one terminal to another via the end of track on a short branch line, but this was overcome as the General Manager had already committed himself concerning the end of track on branch line subdivisions.

I supplied the General Manager with a list showing all home and other than home terminals that had been supplied to me by Local Chairmen and tried to obtain full recognition of these in writing. He did not consider that was necessary as he said they presented no problem seeing that they were regular and recognized terminals for unassigned crews. However, there were some points that could have proved to be controversial which I wanted to have cleared up and it was agreed that as Bulyea, Colonsay, Rosetown and North Battleford, were not regular points to which unassigned crews regularly ran, they would not be regarded as terminals.

The most controversial issue was the status of the end of track on branch line subdivisions and how crews would be paid when they ran from one terminal to another via the end of track on a branch line. This was disposed of by agreement being reached on the following three points:-

- (1) Points at the end of track on subdivisions shown as such in the timetable to be terminals for unassigned freight crews.
- (2) When the distance from the initial terminal to a terminal, whether or not it be at the end of track, is less than 100 miles trainmen in unassigned freight service may be called for turnaround service out of such terminal back to the initial terminal or to another terminal. When the distance on the first leg of such an operation is 100 miles or more trainmen will not be called for turnaround service.
- (3) In the application of the first three paragraphs of Article 11(c)(2) trainmen in unassigned freight service will not be called for turnaround service when such service involves turning at their home terminal.

This understanding and agreement will clarify many of the points of difference that had been developing and should eliminate any further controversy. We certainly will benefit under circumstances where a trip from an initial terminal to the end of track is 100 miles or more as a crew in unassigned service can now only be called in straight-away service and the second leg of such a trip to the objective terminal will have to be paid for on the basis of a separate trip, regardless of what the mileage is.

The decision of the Arbitrator in Arbitration Case No. 20, was that crews could be operated in and out of the end of track on branch line subdivisions when there was no automatic end of trip to apply. Without this agreement and as we no longer have the automatic end of trip on arrival at a terminal, there is no doubt in my mind that the Company could have operated our crews in and out of the end of track on a continuous time basis regardless of what the distance was, so I was fortunate in having that part of the agreement already covered by the time the decision in Case No. 20 became known.

The above is for your information and will serve as a guidance in the future.

Fraternally yours,

S. McDonald,
General Chairman.

SMcD:jt

cc: Secretaries, Lodges 34 - 394 - 223 - 270 - 306 - 722 -
663 - 600 - 847 - 840 - 304 - 785.
Sub-Chairmen,

D. M. Dunlop,
Vice-President

R. C. Steele,
General Manager

S. Gibbons,
Asst. to Vice-President

Canadian Pacific

OFFICE OF VICE-PRESIDENT, PRAIRIE REGION — WINNIPEG 2, MAN.

October 6, 1966.

File: 80878-18-A

Mr. S. McDonald,
General Chairman,
Brotherhood of Railroad Trainmen,
200 Burns Building,
CALGARY, Alta.

OCT 7 1966

Dear Sir:

With reference to your letter of August 23rd, file 663-TC-254, concerning terminals for crews in unassigned freight service.

In regard to Bulyea, Colonsay, Rosetown and North Battleford, referred to in the last paragraph of your letter. While in your letter of February 11th, 1966, Bulyea, Rosetown and North Battleford were listed as being "Other than Home Terminals" for Section 3 crews and Bulyea and Colonsay for Section 5 crews you advised in your letter of June 23rd that all four points should be deleted from said list. It is the Company's position that Bulyea, Colonsay, Rosetown and North Battleford not being regular points to which unassigned crews regularly run are not, as indicated in your letter of June 23rd, terminals for such crews. It would, therefore, appear there is no disagreement between us in respect of the status of each of the four points mentioned.

With the above-mentioned understanding and the further understanding that such action will not prejudice the position of either party in respect of an operation involving a crew running in and out of more than one terminal en route to the objective terminal of a trip I am prepared to agree that:

- (1) Points at the end of track on subdivisions shown as such in the timetable to be terminals for unassigned freight crews.
- (2) When the distance from the initial terminal to a terminal, whether or not it be at the end of track, is less than 100 miles trainmen in unassigned freight service may be called for turnaround service out of such terminal back to the initial terminal or to

another terminal. When the distance on the first leg of such an operation is 100 miles or more trainmen will not be called for turnaround service.

- (3) In the application of the first three paragraphs of Article 11(c)(2) trainmen in unassigned freight service will not be called for turnaround service when such service involves turning at their home terminal.

Would you please advise further.

Yours truly,

R. C. Steele
General Manager.

S. McDONALD
GENERAL CHAIRMAN
200 BURNS BUILDING
CALGARY, ALTA.

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BROTHERHOOD OF RAILROAD TRAINMEN

GENERAL GRIEVANCE COMMITTEE

CANADIAN PACIFIC RAILWAY
PRAIRIE AND PACIFIC REGIONS
PHONE 266-2574
AREA CODE 403

REFER TO FILE 663-TC-254.

August 23rd, 1966.

Mr. R. C. Steele,
General Manager,
Prairie Region,
Canadian Pacific Railway,
Winnipeg 2, Manitoba.

Dear Sir:

Referring to your letter of August 17th, 1966, file 80878-18-A, concerning terminals for crews in unassigned freight service.

As you express some surprise at the understanding requested in the second paragraph of my letter of June 23rd, I would like to refer you to my letter of June 30th, 1964, in which I outlined my understanding of the application of straight-away and turnaround service as provided for in Article 11, Clause (c)(2). This was followed by several exchanges of correspondence for clarification, then in the first paragraph on Page 2 of your letter of October 13th, 1964, you stated:-

"Of course, if the mileage from Winnipeg to Gretna to La Riviere had been less than 100, then the crew could be called in turnaround service out of La Riviere as well or tied up there at the discretion of the Company."

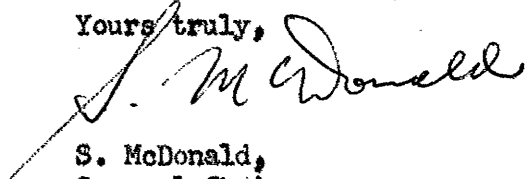
This led to further discussions on turnaround points, which of course are not confined to points from which crews return to their initial terminals, as our Collective Agreement makes provision for short turnaround service and turnaround service within a trip. However, in the last paragraph of my letter of March 1st, 1965, I disagreed with you concerning that part of your letter of October 13th, 1964, quoted above. Nevertheless, in our subsequent exchanges of May 11th, June 2nd, June 28th and August 18th, 1965, we did reach a measure of agreement. I think you will see from this that the understanding I requested in the second paragraph of my previous letter was not a matter newly introduced.

When crews are called for straight-away or turnaround service, it is in relation to the originating point so they will know whether they are to be tied up at an away from home terminal or returned to their originating terminal. While we have agreed to recognize the end of track as terminals and that crews may be called in turnaround service to tie up at a terminal other than the originating terminal, we are apparently disagreed on running through more than one terminal to arrive at another terminal which is to be regarded as the turnaround point. An operation of this nature is very unlikely but it would appear that it must remain a matter of dispute should it ever occur.

In my letter to you dated May 20th, 1966, I advised of our meetings in Montreal, which incidentally were held on May 11th, 12th, 16th and 17th, when it was agreed that if our request would be confined to establishing terminals for crews in through freight service only, that it could be disposed of on the basis of my letter to you dated February 11th, 1966, which outlined the understanding we had arrived at. You will see that this was before I had your letter of June 7th, therefore, our understanding was not based on the three points you listed in that letter.

I am disappointed at your reluctance to designate all "Home" and "Other than Home" terminals as this is quite a simple matter as I have compiled them to provide for a complete understanding. As it is, you propose to leave the status of some outside points in doubt and while there can be no controversy with respect to the majority of our terminals, I think it is in the best interests of both of us that you give me your position with respect to Bulyea, Rosetown, North Battleford and Colonsay. I would appreciate having your views on these as I don't think we are very far apart in our understanding, except as outlined above but I don't think it advisable to leave unresolved any cause for possible future dispute.

Yours truly,


S. McDonald,
General Chairman.

SMcD:jt