

August 12, 2015

Ross Bateman
Director, Labour Relations
Canadian National Railway Co.
1 Administration Road
Concord, Ontario L4K 1B9

Sent via email: Ross.Bateman@cn.ca

Dear Mr. Bateman,

Please find attached a copy of the Union's Step 3 grievance pursuant to Article 24.5 of Collective Agreement 5.1 and Article 2.3 of the Employment Security and Income Maintenance Agreement (ESIMA).

This grievance concerns the recent changes made within the Transportation Reporting Services department in Winnipeg under the provisions of Article 13.2 of Agreement 5.1 due to a "downturn in traffic". However, this department has gone beyond implementing only staff reductions within its Winnipeg operations. They have reorganized the work by assigning Train Movement Clerk (TMC) duties to other Agreement 5.1 personnel in another region (Edmonton) and assigned some duties to another bargaining unit in Winnipeg, despite the provisions of Article 2.2 of Agreement 5.1.

In theory, these changes have become an 'Operational' and 'Organizational' change as contemplated by Article 8.1(a) of the ESIMA. Moreover, we believe that these Operational and Organizational changes will cause various adverse affects on our membership at the Winnipeg terminal.

In addition to these changes within Transportation Reporting Services, our Winnipeg bargaining unit will also experience the loss of three permanent positions on account of the Article 8.1(a) notice on transferring the remaining Revenue Management positions to Montreal in September. There is also speculation that the Company may be looking at transferring other work from Winnipeg to Montreal.

It is our desire to minimize the impact these changes will have on our membership. We want to ensure our members are not deprived of the benefits they are entitled by the ESIMA. Consequently, we request that the Labour Adjustment Committee (LAC) convene to discuss these matters with the aim to escalate an agreement that properly minimizes the adverse affects that will be caused by these changes.

I look forward to hearing from you in order that we may arrange a mutually convenient time in this regard.

Yours truly,

A handwritten signature in black ink that reads "Barry Kennedy". The signature is written in a cursive, flowing style.

Barry Kennedy
President
Unifor, National Council 4000

Attachment

Cc: Doug Fisher - Sr. Director, Labour Relations and Strategy, Montreal QC
Ron Campbell - Manager Labour Relations, Winnipeg MB
Susan Blackmore - Sr. Manager Labour Relations, Edmonton AB
Dave Kissack - Regional Representative, Unifor National Council 4000
Ron Shore - Regional Representative, Unifor National Council 4000
Bob Fitzgerald - National Representative, Unifor
Brian Donaldson - President, Unifor Local 4002
John Dowell - President, Unifor Local 4001



202 - 275 Broadway Avenue
Winnipeg, Manitoba R3C 4M6
T: 204.949.9360 F: 204.949.9361
✉ D.Kissack@unifor4000.com

Dave Kissack
Regional Representative

Barry Kennedy
President

Danny Andru
Secretary Treasurer

August 12, 2015

Ron Campbell
Manager Labour Relations
821 Lagimodiere Blvd
Winnipeg, Manitoba
R2J OT8

Union file #4002- CN-15-15

Mr. Campbell

The Union submits this as a step three grievance in accordance with Article 2.3 of the ESIMA and or any other relevant Articles of collective agreement 5.1 or Federal statutes. It is the position of the Union in the instant case that the company has failed to recognize its legal obligations under the ESIMA and has actively participated in a sharp labour practice to the detriment of the membership of collective agreement 5.1 by refusing to acknowledge the recent reduction in staffing levels to the membership as defined under Article 8 of the ESIMA.

In the instant case the company served a four day notice to affected employees on July 23, 2015 to be effective July 26, 2015. The e mail sent to the membership stated "effective 1530 MT on Sunday July 26th, 2015 territory that reported to the Winnipeg TMC's will be reported by the mainline TMC. This is due to a downturn in traffic over the last year on the mainline desk"

The Union recognizes the functions of the mainline desk are staffed by members of the bargaining unit however the mainline desk is located in a different region that being the mountain region of seniority grouping in Edmonton, Alberta . In this case in order to enhance the workload in order to justify the positions in a different seniority region the company has moved the work from the Prairie Region (Winnipeg) to the Mountain Region (Edmonton). They also used these actions as a means to redefine the remaining positions and offset some of the associated duties to an entirely different bargaining unit (TCRC). The position of the union relative to this matter is that the company is attempting to circumvent their legal obligations under the ESIMA by citing a downturn in traffic and by doing so is knowingly participating in a sharp practice.

By moving the workload to a different region the affected members of the Winnipeg terminal have been permanently deprived of their abilities to reclaim said workload in the event of an eventual upswing in traffic. While the reduction in staffing rule relative to a downturn in traffic has merit under the terms of both the collective agreement as validated through the ESIMA and the jurist prudence as defined through CROA the company cannot utilize those conditions as justification to relocate the work on a permanent basis to an entirely different region. In normal circumstances when such a reduction occurs the regional unit retains ownership of said duties which are offset to the remaining members at the function until such times as traffic loads necessitate reinstatement of additional employees to assist with the workloads.

The company in this case has created an adverse effect on the membership and is refusing to recognize their legal obligations under the ESIMA in order to allow the union to mitigate those adverse effects of a permanent nature. By attempting to shield these movements under the downturn in traffic argument the membership have been deprived of all rights under the ESIMA. They have been deprived of the abilities to access training and maintenance of basic rates in order to mitigate these adverse effects as per Article 5 and they have been deprived of access to relocation allowances as outlined under Article 6 and early retirement incentives to name only a few.

Given that displacements relative to these actions are ongoing the union has yet not been able to fully identify all affected members as a result of these actions. However as a result of the initial downsizing four permanent TMC positions those being the TMC day, afternoon, evening and swing shift have all been permanently eliminated.

As remedy to this step three grievance the union requests that the company immediately rescinds the notice in question and reinstates all effected members to their permanent positions with full compensation. The Union additionally seeks that proper notice for said reduction then be served in accordance with the ESIMA and that an immediate meeting takes place as per Articles 8.4 and 2.3 of the ESIMA or in lieu of that this matter be expedited to arbitration as is the unions right recognized under Article 2.4 of the ESIMA.

Please provide a response to this matter forthwith, the union requests that if the company's position is in contradiction to the position of the union that the associated Joint Statement of Issue be provided or that the company fully recognizes the Union's rights to file a motion ex parte as defined by the prescribed time limits allowable.

Respectfully

Dave Kissack
Regional Representative
UNIFOR Council 4000