

January 29, 2007

Mr. Jason Copping  
Director Labour Relations  
Suite 600, 401-9<sup>th</sup> Ave. S.W.  
Calgary, Ab.  
T2P 4Z4

Dear Sir,

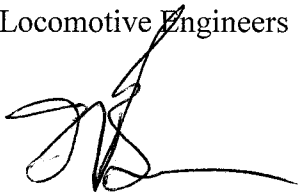
This is in regards to your letter of September 9, 2006 concerning the Local Agreements to Establish Assignments.

The Estoppel to which you refer is a time tested and historical practice, as such it is effectively entrenched within the Collective Agreement. It is our position that should you wish to change the present practice, then a change in the relevant Collective Agreement language is necessary.

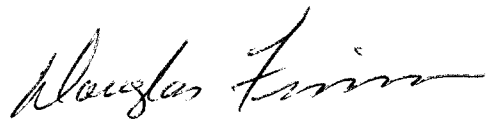
Yours truly,



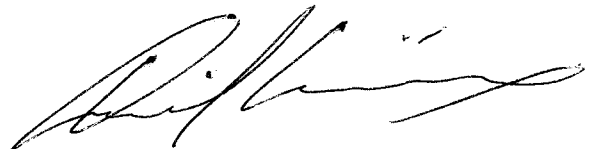
Mr. D. Able  
General Chairman  
Locomotive Engineers West



Mr. T. Beaver  
General Chairman  
Locomotive Engineers East



Mr. D.H. Finnon  
General Chairman  
Conductors, Trainmen, Yardmen West



Mr. D. Genereux  
General Chairman  
Conductors, Trainmen, Yardmen East

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Suite 600, 401-9<sup>th</sup> Ave. S.W.  
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Dear Sir,

This is in regards to your letter of September 9, 2006 regarding payment of mileage differences on TCS runarounds.

The situation to which you refer is in relation to a grievance resolved years ago, where the company conceded to the Union and settled on the basis the Union interpretation would apply. As far as we are concerned, the agreement continues in full force until and unless the parties come to a new agreement through collective bargaining or otherwise. This situation is not just practice, this is an agreement where the company conceded prior to arbitration. It remains our position that you are incapable of bringing estoppel to an end given the circumstances.

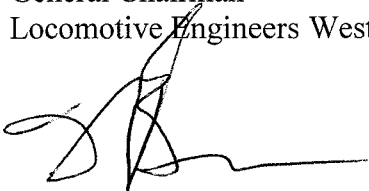
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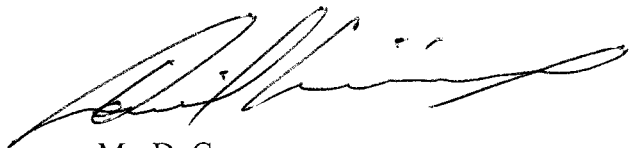
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Dear Sir,

This is in regards to your letter of September 9, 2006 concerning Local Rules and Practices Review.

While your letter purports to deal specifically with local rules and practices, within your letter you explain your intent is to act on a local, regional, and national basis. The Union is without direct knowledge of what rules and practices that you wish to act upon. In fact your letter suggests that the scope of your intentions is essentially and presently unknown to the company. In effect, your letter purports to render the Union without the ability to protect the interests of the membership in continuing historical and/or time tested and accepted practices and rules during this negotiations period.

Notably, you have provided several letters dealing with specific situations and then this letter dealing with everything and anything that you may or may not decide to act upon. In effect, you appear to be claiming the right to alter any practice, rule, or understanding that you wish to without the Union having the ability to protect the employees' explicit interests through Collective Bargaining.

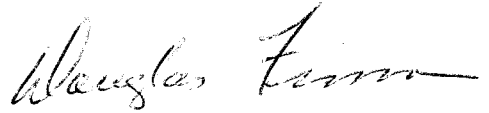
Therefore, it is our position that the company does not have the right to act on such a unilaterally broad and potentially limitless and subjective review where the Union is without direct and express knowledge of the particular rules or practices to which you refer.

It is our position that we cannot recognize your letter as any notification under the principle of Estoppel, as it does not provide us with, nor recognize our legal rights.

Yours truly,



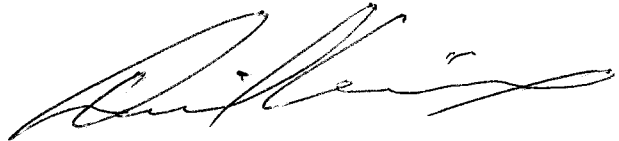
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T2P 4Z4

Dear Sir,

This is in regards to your letter of September 9, 2006 concerning familiarization of employees who either transfer or are forced to a new terminal.

We have reviewed your letter and disagree that you are able to assert the right to which you apparently claim. Under no circumstances can you now, or ever, properly claim to require our members, your employees, to work or qualify under the terms of the Collective Agreements without providing the payment as outlined within the various Articles contained within the Collective Agreements.

The familiarization of employees is entrenched within the terms of the Collective Agreements. In that regard, without prejudice to our position and in the alternative, should it become necessary to deal with familiarization then an adjustment to the present language can effectively rectify the situation. In this regard the language within the relevant clause may be adjusted to reflect:

(4) Local Company and TCRC representatives shall meet to determine appropriate levels of familiarization on runs and yard assignments at each individual terminal. These locally agreed upon standards will be advanced to the General Chairman and the Director of Labour Relations for final authorization. Extenuating circumstances and/or individual cases will be dealt with on an individual basis.

As always, should you wish to discuss this matter we are in agreement to do so.

Yours truly,



Mr. D. Able  
General Chairman  
Locomotive Engineers West



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