



# Teamsters Canada Rail Conference

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General Committees of Adjustment  
Canadian Pacific Railway

Dave Fulton  
Bruce Hiller  
General Chairmen  
Conductors, Trainmen and Yardmen

Greg Edwards  
Benoit Brunet  
General Chairmen  
Locomotive Engineers

December 29, 2014

**VIA EMAIL**

Mr. Dave Guerin  
Director, Labour Relations  
Canadian Pacific Railway  
7550 Ogden Dale Road, S.E.  
Calgary, Alberta, T2C 4X9

Ms. Brianne Sly  
Director, Labour Relations  
Canadian Pacific Railway  
7550 Ogden Dale Road, S.E.  
Calgary, Alberta, T2C 4X9

Dear Sir and Madame,

This is in regards to your letter of November 20, 2014 concerning rest provisions contained within the respective Collective Agreements that allows employees the right to book up to 24 hours rest at the home terminal and up to eight hours at the away from home terminal. Specifically, your letter suggests that effectively with the expiry of the Collective Agreements on December 31, 2014 employees will only be permitted to book rest for periods of time in whole hours. Only rest is that is booked in hourly increments will be permitted.

The rest provisions of our Collective Agreements clearly refer to employees being provided the ability to book **up to** 24 hours rest at home terminals and **up to** 8 hours rest at away-from-home terminals. Further, the home terminal rest Article 12 of the MOS is very clear "Employees who book **other than** 24 hours rest at the home terminal will continue to be run first in first out as is done at present".

We completely disagree with your suggestion that "we know" the Collective Agreement does not allow for rest periods that include increments of less than an hourly period. It is our position the Collective Agreement does allow the booking of rest up to 8 or 24 hours including 2359 at the home terminal. The proper and consistent application of these provisions has been to allow employees to book rest on a minute basis. This application was solidified in the 2007 MOS.

Your letter suggests that this is an estoppel issue and the Company will end this practice at the expiry of the Collective Agreement. This unilateral change to the application of the Collective Agreement is not an estoppel issue nor within your managerial rights. As you know, even if it was an estoppel issue the practice would be subject to the freeze provisions of the Canada Labour Code and may not be unilaterally cancelled by the Company during the closed period of our Collective Agreement.

2014 12 29 Guerin, D\_ Sly, B – Hourly Rest

The current method of booking rest by employees is consistent with the language and application of the Collective Agreement language. We take great exception to the Company's attempt to limit and backup employees rest at both the home and away from home terminals.

We trust that our position is clear and request your letter of November 20, 2014 be withdrawn in its entirety.

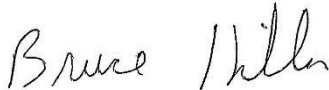
Yours truly,



Dave Fulton  
General Chairman - CTY West



Greg Edwards,  
General Chairman - LE West



Bruce Hiller  
General Chairman - CTY East



Benoit Brunet  
General Chairman - LE East