



Teamsters Canada Rail Conference

General Committees of Adjustment CTY East and West
Canadian Pacific Railway

Bruce Hiller
General Chairman
CTY East

Dave Olson
General Chairman
CTY West

March 7, 2013

VIA EMAIL

Mr. Dave Freeborn
Director, Labour Relations
Canadian Pacific Railway
401 – 9 Avenue SW, Sixth Floor
Calgary, AB T2P 4Z4

Dear Sir,

RE: BULLETIN 007-13 - SPAREBOARD GUARANTEES

This is in reference to the bulletin 007-13 that was published on February 20, 2013 concerning employees working a common spare board and booking 24 hours rest at home.

As a preliminary note, the Article 73(3) referenced in the bulletin doesn't exist. On that basis alone, the bulletin is inconsistent with both the Collective Agreement and the 2007 Memorandum of Settlement (MOS) and therefore must be rescinded immediately.

As you are aware, the parties agreed to the terms and conditions of Appendix 12 – Letter – Home Terminal Rest within the December, 2007 Memorandum of Settlement. Additionally, there was a finite period of time to review to ensure proper application with the eventual system wide implementation. It is the Unions position, the implementation and application of Appendix 12 has been correctly administered for almost 5 years. Currently, the entire system has Home Terminal Rest provisions.

With regard to the Company calling employees after the expiration of 12 hours rest, we must protest these actions as this conflicts with the intent, design, and language of Appendix 12.

- 1) Employees who book 24 hours rest at the home terminal , will not be placed on the working board (pool or common spare board) until their rest expire, at which time their turn will be placed at the bottom of the working board and it will move up the board in normal fashion. (Emphasis added)

Clearly, the language of the 2007 MOS Appendix 12 supersedes Article 73 in that employees are not on the working board, not subject to being called under any circumstances and would not miss work as a result.

Further, with respect to the Company's in depth audit of Spare board guarantees, our own internal assessment of the guarantee provisions indicates Length of Run allowance is being used to reduce guarantees. In our view this is a violation of Article 1.23, Length of Run Allowance, where the language clearly states the payment will not be used to reduce guarantees.

Therefore, consider this letter our formal protest and policy grievance with respect to the Company's unilateral changes to the application of the spare board guarantee. The Company's actions are in violation of Articles 1 and 73 of the current Collective Agreement and Appendix 12 of the 2007 Memorandum of settlement. The Union requests the Company cancel the February 20, 2012 announced change to the long standing and established interpretation of the Trainman's Spare board Rest and guarantee provisions of the Collective Agreement, and requests the appropriate arrangements be made to immediately discontinue using the payments provided within Article 1.23 to reduce guarantees. The Union reserves the right to submit individual wage grievances for the Company's actions.

Furthermore, and without prejudice to our position, the Company is effectively estopped from making such a change in any event.

The Union reserves the right to allege a violation of, refer to and/or rely upon any other provisions of the Collective Agreement and/or any applicable statute, legislation, act or policy.

Your attention to this matter is appreciated and we look forward to your reply.

Sincerely,



Dave Olson
General Chairman, CTY West



Bruce Hiller
General Chairman, CTY East

cc: Mr. Dave Fulton, Vice General Chairman CTY West
Mr. Wayne Apsey, Vice General Chairman CTY East