



December 5, 2006

Scott Seenev
Manager Labour Relations
Canadian Pacific Railway
401 - 9th Avenue SW
Calgary AB T2P 4Z4

By Fax (original by mail)

Union File # TCRC 0011

Dear sir,

Pursuant to the procedural requirements of article 15.7 of wage agreement 41 and in agreement with LR Director Paul Wajda (reached on November 28th at 10:15am), this grievance is initiated with your office at step 2.

It has come to the Union's attention that the company is not providing a meal break for all of its Track Programs and Equipment (TP&E) employees within the 5th and 6th hour of duty as prescribed in article 8.4 of wage agreement 41.

On November 27th, 2006, Mr. Anthony Manconi, manager of T,P& E for CPRail, informed the Union that employees did not have to take their lunch within the 5th or 6th hour, even though this is clearly stated in article 8.4. He also informed us that many TP&E employees were "...eating on the fly..", without taking a 20 minute break. The reason for this, he stated, was to keep production up.

Another company officer, Gord Pozzobon, informed the Union that it was the company's obligation to provide a 20 minute meal break for employees within the 5th or 6th hour, only if they "...requested it..". Otherwise the employees would not be stopping to eat during a track block.

The employees on TP&E seasonal work crews (represented by the TCRC MWED) are working under the "20 Minute" provision listed in article 8.4, which states,

"...When eight hours of continuous service are required un regular operations, twenty minutes will be allowed in the fifth and sixth hour of service for a meal without loss of pay when the nature of the service permits."

As the time frame (twenty minutes) is clearly stated, it is obvious that the definition of “meal” falls under the occasion when food is eaten not the food that is eaten at that occasion (*see Cambridge dictionary’s definition of “meal”*). **1.**

As it is clearly stipulated that there will be no loss of pay, it is obvious that the intention is that the employee will not be worked during that twenty minutes.

The wording “...when the nature of the service permits...” gives the company the right to choose which twenty minutes, within the 5th and 6th hour, each employee will have their meal. Therefore it is clearly the intent of the article that the company schedules the twenty-minute meal period and not that the employees are obliged to request it.

As average track blocks are now up to 7 hours in length, employees can and are going longer and longer without the simple creature comfort of stopping to eat their lunch.

The parties when drafting the collective agreement obviously took into account the importance of production by allowing the right for the company to institute a “20 minute” meal period, as opposed to the full hour. And they also obviously understood the importance of taking time out to eat and rest, within a reasonable period during the shift, by stipulating that it could be no less than “20 minutes”.

As a resolve to this grievance, the company must insure that all TCRC MWED members, who are working where eight hours of continuous service are required, be given 20 minutes between the 5th and 6th hours of duty to eat, during which no service will be required.

Sincerely,

SIGNED

W.J. Brehl
President
TCRC MWED
2775 Lancaster Road
Ottawa, ON K1B 4V8
Fax (613) 526 5149

1. meal (FOOD)

noun [C]

an occasion when food is eaten, or the food which is eaten on such an occasion:



**CANADIAN
PACIFIC
RAILWAY**

Scott Seenev
*Manager
Labour Relations*

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Suite 600.
Calgary Alberta
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January 16, 2007
File: TBD

Our

Your File:

TCRC 0011
Mr. W. Brehl
President
Teamsters Canada Rail Conference
Maintenance of Way Employees Division
2775 Lancaster Road
Ottawa, ON
K1B 4V8

Dear Mr. Brehl:

This is in response to your Step 2 grievance letter dated December 5th, 2006, pertaining to the administrative application of Section 8.4 of the collective agreement.

In reviewing the facts associated with this grievance, the Union has expressed a concern regarding the administrative application of Section 8.4.

The specific concerns pertain to issues involving when employees are to be provided with the requisite 20 minute meal break, when eight hours of continuous service are required in regular operations and whether employees are required to work during this meal break.

The Company does not take exception to administrative interpretation of Section 8.4 advanced by the Union and acknowledges that when eight hours of continuous service are required in regular operations, employees will be allowed a twenty minute meal break, during which time no service will be required, in the fifth or sixth hour without loss of pay when the nature of the service permits.

The Company further agrees that the reference to “when the nature of the service permits” provides the Company with the opportunity to select which 20 minutes period, within the 5th and 6th hours of service, during which the meal period will be provided.

I trust that the aforementioned comments and understandings shall be sufficient to resolve this grievance.

If you are of the same view, please provide your corresponding acknowledgment to the Company, so that our respective files may be closed.

Yours truly,

Scott Seeney
Manager, Labour Relations

Cc: Vern Graham, Anthony Manconi, Gord Pozzobon, Doug McFarlane,
Guido Deciccio, Scott MacDonad, Rick Wilson, Paul Wajda