

In the matter of an arbitration

Between:

Canadian Pacific Railway Company

and

Teamsters Canada Rail Conference

**(Grievances re: Conductor Only Provisions of the Collective Agreement -
Initial Terminal- Dispute 1C)**

Before: William Kaplan
Sole Arbitrator

Appearances

For CP: John Bairaktaris
David Guerin
Dave Pezzaniti
Labour Relations,, Canadian Pacific

For the Union: Michael Church
Ken Stuebing
Caley Wray
Barristers & Solicitors

The matters in dispute proceeded by Zoom on October 16, 2020.

Award

Grievance 1C

At issue in this case is whether the company can require a Conductor Only freight crew to lift cars at the initial terminal and also later require that they set off those cars prior to departing the initial terminal. Both parties filed detailed written briefs and the case proceeded to a hearing by Zoom on October 16, 2020.

This case engages Article 67.02 of the collective agreement. Given that provision, the answer to this question is, in general, no. However, there may be circumstances such as extreme weather – which could not be foreseen at time of call – where it is necessary to set off cars prior to a departure in which case Article 67.02 would not be violated. Absent such exceptional circumstances beyond the company's control, however, and to be assessed on a case-by-case basis, Article 67.02 precludes this. Should it be found in this case that there were no exceptional circumstances, the affected Conductor Only crew to be paid 75 chargeable miles. Should it be found in the future that there was a breach of Article 67.02 – i.e., no exceptional circumstances – the company shall pay 100 chargeable miles for both the Conductor Only crew members who performed the work and 100 non-chargeable miles to;

1. The affected CTY employee who should be called as a Trainman in respect of the work or, in circumstances where a CTY is not available;
2. The next available qualified employee.

This award is intended to provide guidance for both past disputes, including those in abeyance, and future disputes. I remain seized with respect to the implementation of this award.

DATED at Toronto this 19th day of October 2020.

“William Kaplan”

William Kaplan, Sole Arbitrator