

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Canadian Pacific Railway

and

Teamsters Rail Conference

(Portal)

Before: William Kaplan
Sole Arbitrator

Appearances

For the Company: David Pezzaniti, Director Labour Relations
Dave Guerin, Managing Director Labour Relations
CPR

For the Union: Ken Stuebing
Caley Wray
Barristers & Solicitors

Dave Fulton, General Chairperson
CTY West, Calgary
Wayne Apsey, General Chairperson
CTY East, Smiths Falls
Greg Edwards, General Chairperson
LE West, Calgary
Ed Mogus, General Chairperson
LE East, Oakville
Doug Edward, Sr. Vice General Chairperson
LE West, Calgary
Harvey Makoski, Sr. Vice General Chairperson
LE West, Calgary
Greg Lawrenson, Vice General Chairperson
LE West, Calgary
Ryan Finnon, Vice General Chairperson
CTY West

Both parties filed detailed briefs and reply briefs and the matters in dispute proceeded by way of Zoom on March 21, 2021.

Introduction, Position of the Parties and Resolution

At issue in this case is whether the company can require union members to perform work in the United States; in particular, live lift work just past the international border in Portal, North Dakota. The union says that this work is outside the Seniority Districts and geographical territories governed by the CP-TCRC Consolidated Collective Agreement. In the union's view, the work is completely impermissible as union members may not proceed past the Portal yard switching limits to perform this, or any, work. The company says that these occasional assignments do not conflict with the collective agreement and that the grievance should be dismissed.

The case law is quite clear: The company cannot unilaterally operate with the union's members beyond collective agreement jurisdictional limitations.

Nevertheless, it became apparent at the hearing that the parties required a resolution to this dispute, and that the best way of proceeding was through mediation. Indeed, the parties were strongly urged to resolve the issue and they were successful in doing so, as memorialized in their agreement below.

Dated at Toronto this 25th day of March 2021.

"William Kaplan"

William Kaplan, Sole Arbitrator

APPENDIX "A"

WHEREAS the Company has introduced the Live Lift at Portal, North Dakota.

AND WHEREAS the eastbound yard switching limits of Portal are at Mile 547.5, Portal subdivision.

AND WHEREAS to perform the Live Lift in most cases the Union's members are required to operate their trains past Mile 547.5.

AND WHEREAS the parties are desirous to negotiate agreed terms to permit this Live Lift work to proceed utilizing the Union's members.

AND THEREFORE the parties agree as follows, on a without prejudice or precedent basis:

1. The Union agrees that its members may be required by the Company to operate their train past Mile post 547.5 in order to perform the Live Lift.
2. In consideration for the operation described in paragraph 1 above, the Union's members will, effective today's date, be paid 50 miles over and above their earnings for the day on any occasion that they are required to perform the Live Lift. Retroactive compensation to affected employees from date grievances were filed, or claims held in abeyance, to today's date on the basis of 75 miles.