

**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 -**

**Final Terminal, Grievances 2A, 2B, 2C, 2D)**

**Before:** William Kaplan  
Sole Arbitrator

**Appearances**

**For CP:** John Bairaktaris  
David Guerin  
Dave Pezzaniti  
Labour Relations

**For the Union:** Ken Stuebing  
Caley Wray  
Barristers & Solicitors

The matters in dispute proceeded by Zoom on November 11, 2020.

## **Introduction**

In brief, all four grievances submitted to arbitration allege a violation of Conductor Only Provisions at the Final Terminal. Both parties filled detailed written briefs and reply briefs. The cases proceeded to a hearing by Zoom on November 11, 2020.

## **The Grievances**

**2A** The issue in dispute concerns the ability of the company to require inbound Conductor-Only crews at the Final Terminal to make a set off of cars into a number of tracks where, based on the length of the tracks, a lesser number of tracks could have been used. The facts establish that the set-off could have fit into 3 tracks, but instead the cars were set-off in four tracks.

**Decision on 2A** The facts establish a violation of the Conductor-Only provision of the collective agreement. The language of Article 67.02(4) requires doubling to the least amount of tracks necessary to-yard the train within the final terminal.

On a retrospective basis, affected employees with existing claims as of the date of the hearing, where these facts are established, to be paid 75 miles. On a prospective basis, where these facts occur in the future, the company shall pay 100 chargeable miles for both the Conductor-Only crew members who performed the work and 100 non-chargeable miles to: (i) the affected CTY employee who should be called as a

Trainman in respect of the work, or in the circumstances where the a CTY employee is not available, (ii) the next available qualified employee.

**2B** The issue in this case concerns the utilization of a Conductor-Only crew to perform work at the final terminal that involved spotting a customer facility within the final terminal. Spotting involves the placement of specific cars at specific locations within the customer facility for the purposes of meeting customers' requirements. This is to be distinguished from the crew yarding its train in a customer facility within the least amount of tracks necessary (per Article 67.02)—where possible on one track or doubling as necessary.

**Decision on 2B** The language of the Conductor Only Provisions limits CP Conductor Only crews to *"set-off a car or block of cars at the destination yard at the final terminal or at another yard within the final terminal enroute to the destination yard. This will not be considered as a stop enroute."*

It is consistent with Conductor Only Provisions to require a Conductor-Only crew to yard their train at a customer facility. The Company cannot require the Conductor Only crew to perform extra moves-beyond that. In the specific case before me, the work performed exceeded the collective agreement limitations.

On a retrospective basis, affected CTY employees with existing claims as of the date of the hearing, where these facts are established are to be paid 75 miles. Locomotive Engineers with existing claims as of the date of the hearing, where these facts are

established are entitled to 100 miles at yard rates in accordance with Article 47.15(3).

On a prospective basis, where these facts occur in the future, the company shall pay 100 chargeable miles for Conductor, and 100 miles at yard rates in accordance with Article 47.15(3) for the Locomotive Engineer, of the Conductor-Only crew members who performed the work and 100 non-chargeable miles to: (i) the affected CTY employee who should be called as a Trainman in respect of the work, or in the circumstances where the a CTY employee is not available, (ii) the next available qualified employee.

**2C** The issue in this case is whether the company can require a Smiths Falls Conductor on a Conductor-Only crew, after yarding his train at the destination yard in the Montreal Terminal, to lift locomotives not pertaining to their train from the destination yard (Hochelaga) and transfer them to the St-Luc Yard.

**Decision on 2C** The answer to the question is no. The collective agreement refers to “own train.” This was a violation. On a retrospective basis, affected employees with existing claims up to the date of this hearing, where these facts are established, to be paid 75 miles. On a prospective basis, where these facts occur in the future, the company shall pay 100 chargeable miles for both the Conductor-Only crew members who performed the work and 100 non-chargeable miles to: (i) the affected CTY employee who should be called as a Trainman in respect of the work, or in the

circumstances where a CTY employee is not available, (ii) the next available qualified employee.

**2D** The issue in this case concerns the company's ability to require Smiths Falls Conductor-Only crews at the Final Terminal to set-off car(s) at the CN Tascherau Yard after arriving at CP's St. Luc Yard.

**Decision on 2D** The company may require Conductor-Only crews to perform this work. No breach of the collective agreement is established.

### **Conclusion**

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 12<sup>th</sup> day of November 2020.

*"William Kaplan"*

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William Kaplan