

**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 1A)**

**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 1A**

At issue in this case is whether the company can require a Conductor Only freight crew to Yard another train prior to departing the initial terminal with their own train. Both parties filed detailed briefs and the case proceeded to a hearing by Zoom on October 16, 2020. The answer to this question is no: this is precluded by article 67.02. The remedy for this breach is that the affected Conductor Only crew members to be paid 75 miles. Should there be future breaches of this type, the company shall pay 100 chargeable miles for the Conductor Only crew members who perform the work and 100 non-chargeable miles for:

1. The affected Brakeman who should have been called in respect of this work, or in circumstances where a Brakeman 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 19<sup>th</sup> day of October 2020.

*“William Kaplan”*

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William Kaplan, Sole Arbitrator