

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Canadian Pacific Railway

and

Teamsters Rail Conference

(Suspension of Training)

Before: William Kaplan
Sole Arbitrator

Appearances

For the Company: Sharney Oliver,
Manager Labour Relations

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
CTY West

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 May 6, 2021.

Issue in Dispute

This is an individual grievance but is subject to the December 16, 2020 agreement of the parties:

For each case, the parties will identify one lead claim that is representative of the dispute with the intent that the outcome, either by mediated settlement or by an arbitrated decision, will enable the parties to subsequently review outstanding grievances that bear the same facts and apply the guidance from the lead claim to achieve resolution.

The background facts can be readily summarized. On September 20, 2019, the grievor was informed that his New Hire Training Program was suspended. It resumed on October 1, 2019. The grievor was not assigned alternate work, nor was he paid during the suspension. The union seeks compensation for the grievor and other employees who were similarly situated. The Company asserts that there was no collective agreement fetter on it temporarily suspending the training program – training classes were set back – and as the grievor did not work he was not entitled to be paid.

The matter can be summarily disposed of on the basis that the grievor was not given

the contractually-agreed layoff notice as provided for in Article 109. The Company is directed to compensate affected individuals – those who returned to resume their training – for their losses at the prescribed Article 1.23 collective agreement rate.

At the request of the parties, I remain seized with respect to the implementation of my award.

DATED at Toronto this 7th day of May 2021.

“William Kaplan”

William Kaplan, Sole Arbitrator