

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Canadian Pacific Railway

and

Teamsters Rail Conference

(Spence Agreement Cancellation Dispute)

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
CTY 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.

Issue in Dispute

This dispute arises because the company, as it was entitled to do, cancelled the Spence Local Agreement. The cancellation was in compliance with the agreement's terms after the required notice was provided. For its part, the company submits that it was entitled to cancel the agreement, that it did so upon provision of proper notice, and that having properly cancelled the agreement, the provisions of the collective agreement apply. Moreover, the company submits that this is not a case where there is any requirement for a Material Change Notice. The union disagrees and takes the position that the Spence Local Agreement should be reinstated and that, in any event, that the company is offside governing provisions of the collective agreement including, but not limited to, provision of a Material Change Notice.

Decision

There is no question that the company was entitled to cancel the agreement – either party had that entitlement on provision of the required notice. There is also no question that there was no requirement for issuing a Material Change Notice. The cases – submitted by both parties – make it clear that cancellation of an agreed-upon local agreement and reversion to the negotiated entitlements of the collective agreement is not a material change. The only issue is whether the collective agreement is being applied.

Quite clearly, in the wake of the cancellation of the Spence Local Agreement all relevant provisions of the collective agreement apply including the August 26, 1982

Letter Re: Employees Assigned or Forced to Outpost Terminals and the April 18, 1988 *Letter Re: Use of Personal Vehicle*. The company has acknowledged its obligation to comply with these letters and has agreed to do so consistent with the terms of those letters. The company is directed to compensate affected employees, if any, retroactively and prospectively.

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

Dated at Toronto this 25th day of March 2021.

“William Kaplan”

William Kaplan, Sole Arbitrator