

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

Canadian Pacific Railway

and

**Teamsters Canada Rail Conference
(Locomotive Engineers & Conductors, Trainmen & Yardmen)**

Before: William Kaplan
Sole Arbitrator

Appearances

For the Employer: Nizam Hasham
Legal Counsel – Litigation & Labour
Canadian Pacific Railway

For the Union: Michael Church
Caley Wray
Barristers & Solicitors

This case proceeded to a hearing in Toronto on November 19, 2014.

Introduction & Award

On December 19, 2012, I issued an award pursuant to the *Restoring Rail Service Act, 2012*. At the request of the parties, I remained seized of all matters until new collective agreements were executed by the parties. Two implementation issues subsequently arose and proceeded to a hearing held in Toronto on November 19, 2014. One of the outstanding issues in dispute was resolved at that hearing. The other matter, however, could not be resolved.

In the hearing that led to the December 19, 2012 award, the parties made various proposals. Among the proposals was an employer request for the consolidation of a number of collective agreements. The union did not agree. The award stated: “Unless directly dealt with in this award, all outstanding employer and union proposals are dismissed.” The award did not grant the employer request. The employer, however, argues, among other legal positions that it advanced, that the award did not extinguish certain preexisting legal commitments to agree upon and execute a consolidated collective agreement. The union takes the position that there was no jurisdiction to consider this as I was *functus*.

Having carefully reviewed the detailed written submissions of the parties, together with their representations made at the hearing, I am of the view that the employer request must be dismissed. Pre-existing legal commitments may be enforceable – I express no view on that – but not by me. The same is true with respect to the other legal arguments the employer advanced. My jurisdiction is limited to the implementation of my award and I did not grant the employer request. There is nothing, therefore, for me to implement. Moreover, and for

whatever this observation is worth, as correspondence introduced into evidence makes clear, this very issue is again before the parties and can be conveniently addressed in the current round of collective bargaining.

DATED at Toronto this 24th day of November 2014.

“William Kaplan”

William Kaplan, Sole Arbitrator