LE and CTY GCA West

Brothers;

Attached please find the CROA awards for April. As you can see from these supplemental awards the Arbitrator has taken positions that we as a committee are having difficulty in rationalizing when compared to the original award. As such we have requested the company attend jointly with the Arbitrator, which they have conceded to do, so as to gather the intention contained within these awards. Once we are in a better to provide an explanation and interpretation we will put that forth as soon as possible.

Thank you for your understanding in this matter.

Fraternally,
Dave Able Dave Olson

CANADIAN RAILWAY OFFICE OF ARBITRATION

& DISPUTE RESOLUTION

SUPPLEMENTARY AWARD TO

CASE NO. 4078

Heard in Montreal, April 10, 2014

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

And

TEAMSTERS CANADA RAIL CONFERENCE

There appeared on behalf of the Company:

B. Sly	– Director, Labour Relations, Calgary
G. Deciccio	-- Senior VP Operations, Calgary
D. Guerin	– Director, Labour Relations, Calgary
N. Hasham	-- Legal Counsel, Toronto
T. Schumacher	– GM Transportation, Minneapolis

There appeared on behalf of the Union:

K. Stuebing	– Counsel, Caley Wray, Toronto
D. Olson	– General Chairman, Calgary
D. Able	– General Chairman, Calgary
D. Finnson	-- Vice President, Calgary
D. Fulton	– Vice General Chairman, Calgary
D. Edwards	– Vice General Chairman, Medicine Hat
B. Hiller	– General Chairman, Toronto
B. Brunet	– General Chairman, Montreal
G. Edwards	-- Vice General Chairman, Revelstoke

SUPPLEMENTARY AWARD

At the outset, the Arbitrator is compelled to agree with the Company that the issues being dealt with herein are confined to the locations of Medicine Hat, Moose Jaw, and Saskatoon. Those are the locations in relation to which the grievance was originally filed and in relation to which the prior Award of this Office in **CROA&DR 4078** must be taken to apply. I am also compelled to accept the submission of the Company that it is simply beyond the jurisdiction of this Office to issue a blanket declaration that employees are entitled to cease work when an alleged violation of the collective agreement is identified. In my view so extraordinary a remedy can only be negotiated within the terms of a collective agreement, in clear and unequivocal terms.

In the instant case, for reasons they best appreciate, the parties have negotiated the payment of a premium of eighty dollars in certain circumstances where crews are required to work beyond ten hours, as reflected in the language of Articles 29.12 and 29.13 of the CTY Collective agreement. Additionally, the Union requests the Arbitrator to direct the provision of additional rest opportunities for employees, depending on the length of time they are required to work over ten hours.

With the greatest respect, it is not the role of the Arbitrator to affectively amend the collective agreement or assume the role of an interest Arbitrator to establish two new terms that the parties themselves have not agreed upon. It is for the parties, and not for the Arbitrator, to fashion such provisions if they deem it appropriate.

I do consider it appropriate, however, to provide the relief which the Union requests, in relation to the payment of the eighty dollar premium which, it appears, has recently been denied to employees required to work beyond ten hours at the Medicine Hat terminal.

For the foregoing reasons, I hereby find and declare that employees who are required to work over ten hours, having given the requisite notice to book rest at five hours, are entitled to the premium payment of eighty dollars, regardless of the work they may be required to perform beyond the ten hour limit. That direction, in my view, merely enforces the agreed to provisions found in Articles 29.12 and 29.13 of the collective agreement.

On the foregoing basis, the grievance is allowed, in part. The Arbitrator finds and declares that employees required to work over ten hours, having given the requisite notice to book rest at five hours, are entitled to the premium payment of eighty dollars contemplated within articles 29.12 and 29.13 of the collective agreement.

April 14, 2014

MICHEL G. PICHER
ARBITRATOR

CANADIAN RAILWAY OFFICE OF ARBITRATION

& DISPUTE RESOLUTION

SUPPLEMENTARY AWARD TO

CASE NO. 4259

Heard in Montreal, April 10, 2014

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

And

TEAMSTERS CANADA RAIL CONFERENCE

There appeared on behalf of the Company:

D. Guerin	– Director, Labour Relations, Calgary
B. Sly	– Director, Labour Relations, Calgary
N. Hasham	-- Legal Counsel, Toronto

There appeared on behalf of the Union:

K. Stuebing	– Counsel, Caley Wray, Toronto
D. Olson	– General Chairman, Calgary
D. Able	– General Chairman, Calgary
D. Fulton	– Vice General Chairman, Calgary
D. Edwards	– Vice General Chairman, Medicine Hat
G. Edwards	– Vice General Chairman, Revelstoke
B. Hiller	– General Chairman, Toronto
B. Brunet	– General Chairman, Montreal

SUPPLEMENTARY AWARD

Having reviewed the materials the Arbitrator has some difficulty with the position advanced by the Union with this grievance. It does not appear disputed that for some months the Company has called ad-hoc road switchers and relief road switchers by utilizing two employees off the road spareboard, constituting them as an ad-hoc road switcher assignment. While it appears that the Company did so for a time paying the employees in question road switcher rates, its position before the Arbitrator is based on the principal award in this file, is that it will pay employees at the unassigned freight service rate when called in extra or ad-hoc road switcher service. That, in my view, is in keeping with the very language of the Arbitrator's Award, which provides, in part:

> ... as the Union submits, in the face of the need for road switcher assignments the Company has two options: it can create, bulletin and fill a road switcher assignment in accordance with the rules of the collective agreement or, in the event of utilizing persons on an extra or ad-hoc basis, it can pay them at the proper rate which applies to unassigned freight.

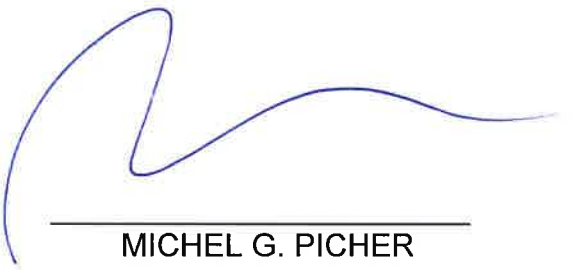
In my view the above passage acknowledges the right of the Company to revert to creating extra or ad-hoc road switcher assignments. The thrust of the Award is to confirm that when it does so it must respect the proper wage provisions, paying the employees at the rate which applies to assigned freight.

The grievance now advanced by the Union would go considerably farther, and seek from the Arbitration a declaration which would effectively prevent the Company from calling unassigned employees into road switcher service other than in temporary vacancies. I must agree with the Company's interpretation, which is that the Award

herein recognized that the Company may call an extra or ad-hoc road switcher crew, but having done so must compensate the employees at the proper unassigned freight rates.

On the whole, therefore, I am satisfied that the instant grievance cannot succeed. I come to that conclusion, however, with the clear declaration that the Company acknowledges and undertakes that it will pay employees "... at the unassigned freight service rate when called in extra or ad-hoc Road Switcher Service."

On the whole, I cannot find any violation of the collective agreement on the material before me. The grievance must therefore be dismissed.



April 14, 2014

MICHEL G. PICHER
ARBITRATOR