

IN THE MATTER OF AN ARBITRATION

BETWEEN

**CANADIAN PACIFIC RAILWAY COMPANY
(The “Company”)**

-And-

**TEAMSTERS CANADA RAIL CONFERENCE
(The “Union”)**

CS2015-003

**RE: The matter regarding the Company’s Material Change Notice
Concerning the Implementation of an Extended Run
Between Kamloops and Coquitlam / Roberts Bank**

ARBITRATOR: CHRISTINE SCHMIDT

APPEARANCES FOR THE COMPANY:

R. Hampel	– Counsel, Calgary
P. Ainslie	– Counsel, Calgary
J. Bairaktaris	– Director Labour Relations, Calgary
G. Parmar	– Director Crew Management, Calgary
K. Cook	– Specialist Operations Finance, Calgary
B. Medd	– Labour Relations Officer, Calgary

APPEARANCES FOR THE UNION:

K. Stuebing	– Counsel, Caley Wray, Toronto
D. Finnon	– President, Okotoks
D. Fulton	– General Chairperson, CTY, Calgary
G. Edwards	– General Chairperson, LE, Calgary
D. Edward	– Vice General Chairperson, Calgary
C. Becker	– Local Chairperson, Coquitlam
J. Hnatiuk	– Local Chairperson, Coquitlam

**A hearing in this matter was held in Calgary on February 19, 2015.
Ad-hoc matter CS2015-003.**

AWARD

The Union grieves the Company's Material Change Notice Concerning the Implementation of an Extended Run between Kamloops and Coquitlam / Roberts Bank. The nature of the dispute before the Arbitrator is reflected in the statement of dispute and exparte statements of both the Union and the Company of issue filed with the Arbitrator which reads as follows:

Dispute:

The Company intends to implement Extended Service Runs (ESR) from Coquitlam to Kamloops and Roberts Bank to Kamloops, however the negotiations have not resulted in a mutual agreement on all measures to minimize the adverse effects on employees arising from proposed material change.

Statement of Issue:

On January 13, 2014 the Company served a notice of Material Change upon the Union of its intention to consolidate the Coquitlam and Roberts Bank terminal and operate Extended Service Runs (ESR) between Coquitlam and Kamloops and Roberts Bank and Kamloops.

The parties met on March 20 and 21, July 22 and 23, September 4 and September 9 to negotiate measures to minimize the adverse effects. A Board of Review was conducted on November 10, 2014.

Union Position:

It is the Union's position, the Company has withdrawn the consolidation of the terminals and various details of the Extended Service Run including but not limited to:

- Implementation of mandatory 12 hours runs in accordance with the principles outlined in CROA Case No. 3215 (attached).
- If meet and turn opportunities are available between the originating and destination terminals; this will provide employees with the potential ability to return home as parts of one trip, creating an improved work/ life balance that doesn't exist today.
- Establish work schedules that promote improved quality of life for employees.
- Eliminate Earned Days Off due to improved lifestyle/work schedules.
- Elimination of monthly mileage provisions due to Material Change providing significantly enhanced compensation opportunities in conjunction with assigned schedules.
- Elimination of all local rules and ancillary agreements and set aside any current CBA provisions that may be in conflict with this initiative.

With the withdrawal of the above, the parties agreed upon all measures to address the adverse effects of the remaining material change with the exception of the implementation date and the reporting time for transportation, item 1.6 of the September 22, 2014 document.

It is the Union's position the September 22 document, with the exception of Item 1.6 and implementation date, reflect the parties agreed upon items. With respect to the outstanding issue in item 1.6, the respective positions are:

Union's Position Item 1.6:

Employees In ESR service at the AFHT will not be required to report for transportation any sooner than 15 minutes ahead of the on duty time.

Company's Position Item 1.6:

Employees in ESR service at the AFHT will not be required to report for transportation any sooner than 30 minutes ahead of the on duty time.

The Union requests that the Arbitrator acknowledge and order the agreed upon items as reflected in the September 22, 2014 document. The Company has not provided any persuasive grounds to disregard the parties' negotiated terms of settlement. As for the single issue in dispute, the Union maintains that the Union's language for Item 1.6 should be adopted or eliminated in its entirety as suggested at the board of review.

In addition and without prejudice, the Union seeks direction from the Arbitrator that those aspects of the Company's proposed Memorandum of Agreement which violate the terms of the Collective Agreements and applicable jurisprudence are denied.

For the Union:

D. Fulton
General Chairperson
CTY-West

G. Edwards
General Chairperson
LE – West

The Company's Exparte Statement of Issue :

Dispute:

On January 13, 2014 the Company served a material change notice to the Union representing Locomotive Engineers and Conductors with respect to the establishment of an Expedited Service Run between Kamloops and Coquitlam/Roberts Bank, British Columbia.

Since the Material Change notice was served the parties met on several occasions, however, they were unable to reach agreement on measures to minimize the adverse effects of the material change upon employees who may be affected by the implementation of the Extended Service Run.

Company Position:

The parties were unable to conclude a negotiated agreement. As a result, the Company reaffirmed on September 24, 2014 that all of the provisions contemplated during previous discussions on the topic were withdrawn in their entirety and informed the Union that it would be seeking changes that included a 12 hour day for ESR service employees and fixed mileage rates.

A Board of Review pursuant to the Collective Agreement was conducted on November 10, 2014. On November 17, 2014 the Company once again informed the Union that it was unable to reach a resolve and would proceed to arbitration.

The Company requests that the Arbitrator adopt the Company proposal of November 10, 2014 on the implementation of the Kamloops - Coquitlam/Roberts Bank initiative in its entirety and so award or, in the alternative, adopt all of the Nov 10, 2014 provisions proposed by the Company except the fixed rate, which would be substituted with the dual method of pay.

For the Company:
D. Guerin
Director Labour Relations

Having heard the submissions of the parties respecting their position on which material change MOA version should apply to the material change notice issued by the Company on January 13th 2014, I am of the view that the position of the Union that the draft agreement exchanged between the parties on September 22, 2014, should apply to the material change with the following exception: the on-duty time (Art. 1.6 Reporting Times for Transportation), is removed in its entirety and does not apply.

For the purposes of implementation, the Material Change provisions shall not be implemented prior to six weeks from the date of this award.

February 20, 2015



CHRISTINE SCHMIDT

ARBITRATOR