



Canada Industrial Relations Board

Conseil canadien des relations industrielles

## Order No. 738-NB

## IN THE MATTER OF THE

*Canada Labour Code*

- and -

Teamsters Canada Rail Conference,

complainant,

- and -

Canadian Pacific Railway Company,

respondent.

**WHEREAS** the Canada Industrial Relations Board (the Board), by order no. 8600-U, dated March 25, 2004, certified the Teamsters Canada Rail Conference (TCRC or the union) as bargaining agent for a unit comprised of:

*all running trades employees designated as locomotive engineer, conductor, baggageman, brakeman, car retarder operator, yardman, switchtender, yardmaster, assistant yardmaster, locomotive fireman (helper) working on the Canadian lines of Canadian Pacific Limited and its subsidiaries and leased lines.*

**AND WHEREAS** the TCRC and CP Rail are parties to a collective agreement applicable to the above-described bargaining unit, the term of which will expire December 31, 2014;

**AND WHEREAS** on January 24, 2014, the TCRC filed a complaint with the Board alleging that the Canadian Pacific Railway Company (CP Rail or the employer) had breached sections 8(1), 94(1)(a), 94(3)(a), 94(3)(b) and 94(3)(e) of the *Canada Labour Code (Part I-Industrial Relations)* (the Code) when it unilaterally and without notice amended the longstanding practices related to leave for union business and scheduling of local chairs' vacation;

**AND WHEREAS**, the Board conducted a hearing into the complaint on April 14-17 and August 5 and 6, 2014;

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**AND WHEREAS**, having heard the parties, the Board has determined that, by its actions, the employer did breach section 94(1)(a) of the *Code*;

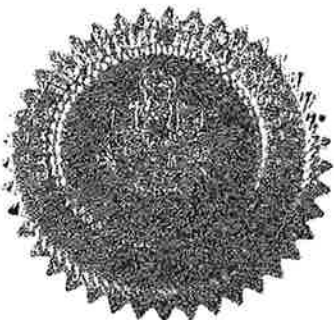
**NOW THEREFORE**, as remedy for the breach, the Board hereby orders that the Interim Agreement of the parties, dated April 22, 2014, as appended hereto, is to govern the parties until the earlier of the date on which they enter into a new collective agreement or the provisions of section 89(1) of the *Code* have been met with respect to any notice to bargain collectively given on or after September 1, 2014 in relation to the aforementioned collective agreement.

**ISSUED** at Ottawa, this 7th day of August, 2014, by the Canada Industrial Relations Board.



Elizabeth E. MacPherson  
Chairperson

**Reference No.: File No. 30306-C**



Canada Industrial Relations Board



Conseil canadien des relations industrielles

**Ordonnance n° 738-NB****CONCERNANT LE***Code canadien du travail*

- et -

la Conférence ferroviaire de Teamsters Canada,

plaignante,

- et -

la Compagnie de chemin de fer Canadien Pacifique,

intimée.

**ATTENDU QUE** le Conseil canadien des relations industrielles (le Conseil), par ordonnance n° 8600-U datée du 25 mars 2004, a accrédité la Conférence ferroviaire de Teamsters Canada (CFTC ou le syndicat) à titre d'agent négociateur d'une unité d'employés comprenant :

*tous les employés itinérants désignés comme mécanicien de locomotive, chef de train, bagagiste, serre-freins, opérateur de freins de voie, agent de triage, aiguilleur, chef de triage, chef de triage adjoint, aide-mécanicien travaillant au Canada sur les lignes de la Compagnie de chemin de fer Canadien Pacifique et de ses filiales, ainsi que sur les lignes louées.*

**ET ATTENDU QUE** la CFTC et CP Rail sont parties à la convention collective qui s'applique à l'unité de négociation décrite ci-dessus et qui vient à échéance le 31 décembre 2014;

**Ordonnance n° 738-NB**

**ET ATTENDU QUE** le 24 janvier 2014, la CFTC a déposé une plainte auprès du Conseil, dans laquelle elle allègue que la Compagnie de chemin de fer Canadien Pacifique (CP Rail ou l'employeur) a enfreint le paragraphe 8(1) et les alinéas 94(1)a), 94(3)a), 94(3)b) et 94(3)e) du *Code canadien du travail (Partie I – Relations du travail)* (le *Code*) lorsqu'elle a modifié unilatéralement et sans préavis les pratiques de longue date relatives aux congés pour affaires syndicales et à l'établissement de l'horaire des vacances des présidents locaux;

**ET ATTENDU QUE** le Conseil a tenu des audiences relativement à la plainte du 14 au 17 avril et les 5 et 6 août 2014;

**ET ATTENDU QUE** le Conseil, après avoir entendu les parties, a déterminé que l'employeur, par les mesures qu'il a prises, a enfreint l'alinéa 94(1)a) du *Code*;

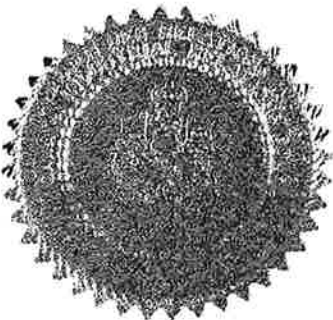
**EN CONSÉQUENCE**, à titre de mesure de redressement pour la violation, le Conseil ordonne par la présente que les parties soient assujetties à l'entente provisoire datée du 22 avril 2014 qu'elles ont conclue, dont une copie est jointe à la présente, jusqu'à la première des éventualités suivantes, soit jusqu'à ce que les parties concluent une nouvelle convention collective ou jusqu'à ce que les conditions prévues au paragraphe 89(1) du *Code* aient été remplies relativement à tout avis de négociation collective donné le ou après le 1<sup>er</sup> septembre 2014 concernant la convention collective mentionnée.

**DONNÉE** à Ottawa, ce 7<sup>e</sup> jour d'août 2014, par le Conseil canadien des relations industrielles.



Elizabeth E. MacPherson  
Présidente

Référence n° : dossier n° 30306-C



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<b>CIRB - CCRI</b>	
Ex: No.)	12
Pièce No.)	

April 22, 2014

**MEMORANDUM OF INTERIM AGREEMENT**

**BETWEEN:**

**TEAMSTERS CANADA RAIL CONFERENCE**

("Union")

-and-

**CANADIAN PACIFIC RAILWAY COMPANY**

("Company")

**WHEREAS**, on January 24, 2014 the Union filed a complaint pursuant to Section 97(1) of the *Canada Labour Code* alleging violations of various sections of the *Code* by the Company (Board File No. 30306-C) (hereinafter the "Complaint");

**AND WHEREAS**, the parties wish to address the issues arising from the Complaint;

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**IT IS THEREFORE** agreed as follows:

1. Division Officers

The Division Executive Board Officers are responsible to attend the regular Division Union meetings, and will be allowed to book off for Union Business to attend these meetings and to fulfill their obligations as provided herein;

The Union will supply the AVP Labour Relations with the Division regular meeting schedule, indicating the day of the week and the time of regular Division meetings and a list of Division Officers for each Division.

These meetings are scheduled every month and known in advance. The following lists the Division Executive Board Officers.

- Division President
- Vice President (book off through authorization of Division President)
- Secretary Treasurer or alternate(s) (book off through authorization of Division President)
- Each Local Chairman
- Vice Local Chairmen (book off through authorization of the relevant Local Chair and notification to the Company at which time leave must be accepted by the Company)
- Legislative Representative

In addition, except when called for duty or on duty, the Union's Local Chairmen, and Division Legislative Representative will be able to book off for Union leave upon notifying the Company. Vice Local Chairman will book off through authorization of the relevant Local Chairman and notification to the Company at which time leave must be accepted by the Company. The maximum number of Local Chairman/Vice Local Chairman per local committee off at any one time will be two. In the event circumstances necessitate the requirement for additional Vice Local Chairmen to off on Union business such leave will not be unreasonably withheld by the Company.

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Division Officers not mentioned above will be able to book off for Union leave to fulfill their obligations upon authorization of the Division President, with no less than seven (7) days notice, but in extenuating circumstances, such as Special Union Meetings upon no less than 48 hours notice to the Company. It is understood that such leave will not be unreasonably withheld.

2. Regional Officers

The elected Executive Officers of Provincial Legislative Boards (PLB) or General Committees of Adjustment (GCA), if not full time officers on leave, will be allowed to book off to fulfil their obligations. Absence to attend Regular meetings or absences of one week or longer should be communicated to the Company sufficiently in advance, with sufficient detail as to the filling of vacancy requirements. Absences due to extenuating circumstances will be communicated to the Company as soon as possible. The Union will supply the Company with a list of these Regional Executive Officers.

3. National Officers

The elected National Officers, if not full time officers on leave, will be allowed to book off to fulfil their obligations. Absence to attend Regular meetings or absences of one week or longer should be communicated to the Company sufficiently in advance of such leave. The Union will supply the Company with a list of these National Executive Officers.

In spite of any provision herein, any member of the Union required to be off for Union business shall be granted such leave upon notice to the Company by the Union's National President, or the Union's National Legislative Director or their designates.

4. In addition to Collective Agreement

The foregoing leaves are in addition to any leaves that may additionally be provided for in the relevant Collective Agreements.

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5. Pensionable Service

It is agreed and understood that all absences for Union leave are considered as pensionable service with earnings reconstructed consistent with the CP Pension Plan Rules.

6. Health Care Benefits

Health Care Benefits will continue uninterrupted to these officers through their period of leaves, and should it become necessary to reconcile the cost for the periods of absence it will be done annually. This is understood to be when the officer is absent from the Company payroll for one complete calendar month, the cost of benefits for that month will be at the same monthly rate as the full time Union officers.

7. Annual Vacation

All Local Chairmen can elect to schedule their annual vacation by way of separate list and allotment over the flat line number. The maximum number on Vacation within this separate list is two for any one week. All officers utilizing this separate list will schedule their annual vacation onto the list; with the understanding they may change their scheduled vacation upon notice prior to the deadline for the relevant weekly crew change protocol.

8. Holding Turns

Division President, Secretary Treasurer, Local Chairmen and Legislative Representative whose attendance is required at Division Meetings may hold their turns in order to ensure attendance at these meetings, or for Local Chairmen (or designate Vice LC) to fulfill their additional responsibilities.

9. Settlement

This Agreement has no impact on the right of full time Union officers to be on Union leave for the duration of their term.

The Parties agree that communication with the Crew Management Centre (CMC) as to the anticipated length of any leave greatly enhances their ability to plan for and manage



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crowling relief, and every reasonable effort should be made by Union Officers to provide CMC with known dates or times of anticipated leaves and return from Union leave.

This Agreement is without prejudice or precedent with respect to the rights of any party to collectively bargain issues such as Union leave. No party's position in CIRB 30306-C or in any other matter is prejudiced by this agreement.

This Interim Agreement shall be in effect immediately and continue in effect until August 7, 2014.

Any concerns or issues with respect to the interpretation or application of this Agreement shall be raised with the respective General Chairman and the Director of Labour Relations, and if such matters remain unresolved, it be elevated to the TCRC National President (or designate), and to the President and Chief Operating Officer, or designate.

Dated in Calgary:

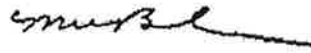
Dated in \_\_\_\_\_:

April 22, 2014

April 22, 2014

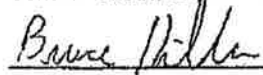
For the Company:

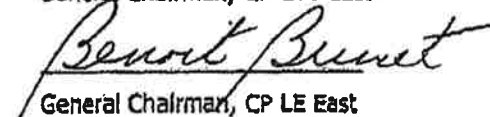
For the Union:

  
\_\_\_\_\_  
Assistant Vice President  
Labour Relations

  
General Chairman, CP CTY West

  
General Chairman, CP LE West

  
General Chairman, CP CTY East

  
General Chairman, CP LE East