

**IN THE MATTER OF AN INTEREST ARBITRATION**

**BETWEEN:**

**CPKC**

**and**

**TCRC (RTE)**

**(Implementation Dispute)**

**Before:** William Kaplan  
Sole Arbitrator

**Appearances**

**For CPKC:** Greg Squires, SVP Operations Canada  
Gur Parmar, General Manager Crew Resources  
Dave Guerin, Managing Director, Labour Relations  
Francine Billings, Director, Labour Relations  
Allan Cake, Assistant Director, Labour Relations

**For TCRC:** Michael Church  
Rebecca Folkes  
Caley Wray  
Barristers & Solicitors

Paul Boucher, TCRC President

Dave Fulton - General Chairman and Spokesperson, CTY West

Greg Lawrenson, General Chairman, LE West

Dennis Psychogios, General Chairman, CTY East

Joe Bishop, General Chairman, LE East

Jason Hnatiuk, Senior Vice General Chairman, CTY West

Doug Edward, Senior Vice General Chairman, CTY West

Chuck Ruggles, Senior Vice General Chairman, LE West

Jason Diggles, Senior Vice General Chairman, CTY East

Sean Orr, Senior Vice General Chairman, LE East

The outstanding issues in dispute proceeded to a hearing in Toronto on November 18, 2025.

## **Introduction**

On May 30, 2025, an award was issued settling the collective agreement between the parties with a term of January 1, 2024, to December 31, 2027 (2025 CanLII 49391 (CA)). Among other issues addressed, that award provided for:

1. Percentage wage increases in each year and that “these percentage general wage increases should, effective date of the award, also be applied to all premium payments except shift differentials, maintenance of earnings and expenses.”
2. Articles 57.01 (LE and 80 (CTY): “Call windows at AFHT decreased from 2 hours to 90 minutes.”
3. Resets: “Resets to be applied at home terminal. Collective agreement language remitted to the parties.”
4. NR: “The NRA agreement, as discussed at the hearing, is remitted to the parties, and I remain seized.”

After the award was issued, the parties met to implement its various provisions. However, these four issues remained outstanding (a shift differential and a pension dispute were resolved). The parties filed briefs in advance of a hearing held in Toronto on November 18, 2025. When the proceeding began, both parties agreed that there was jurisdiction to resolve the four outstanding issues in dispute and asked me to do so. I am in complete agreement with the submissions of both parties that the language of the award in this implementation dispute should be applied as written in the award.

## **Award**

Having carefully considered the parties’ written submissions, and those made at the hearing, I direct as follows for the reasons set out:

### **Premium Payments**

The intent of the award was clear, as was its language: the percentage wage increases in each year of the collective agreement are to be applied to all premium payments except shift differentials, maintenance of earnings and expenses. I do not accept the employer’s submission that for the percentage increases to be applied, specific provisions must be identified in the collective agreement as a premium payment. The evidence establishes that most of the payments in dispute have previously been described by both parties as premiums in submissions in various proceedings. As well, there are numerous collective agreement provisions not specifically identified as premiums but understood by the parties to be exactly that (see examples in the

union's submissions). Moreover, this part of the award was intended – and this was specifically and deliberately stated – to replicate a similar improvement previously awarded at CN (2025 CanLII 29116 (CA LA)). Furthermore, the award was, note must be made, the result of a mediation, followed by an arbitration, and this particular provision specifically excludes three listed items from its application. These are the plain words of the award and, as the parties submit, must be given effect when determining what is excluded and what is covered. For obvious reasons, these general wage increases do not apply to penalty provisions (and the union's request that it do so for certain identified penalties is dismissed).

These premium payments apply to Article 1.01, Train Length Allowance, Article 1.02, Length of Run Allowance, Article 1.22(1), Student Training Allowance (non coach qualified), Article 1.25, Graduated Rates, Article 49.04 and 94.01(2), 4 on 3 off schedule. They also apply to KVR: Article 19.9, Rate for training, rules qualification, safety classes, health and safety meetings and Article 19.21, Familiarization. There is no applicability issue with KLR.

### **90-Minute Call Issue**

The award was categorical. The call was to be reduced from two hours to 90 minutes. The real dispute between the parties is where the change is to be memorialized in the collective agreements. Last sentence of LE West and East Article 57.01 to be amended as follows: "Employees will be given at least a two-hour call at the Home Terminal, and at least a 90-minute call at the AFHT, except in cases of emergency." Last sentence of CTY Article 80.01 to be amended as follows: "Employees will be given at least a two-hour call at the Home Terminal, and at least a 90-minute call at the AFHT, except when Trainspersons are called S.A.P. (except in cases of emergency); they will be called for a specified time."

### **Resets**

The award clearly directed that resets were to be applied at the home terminal. The employer does not necessarily challenge the union's proposed language *per se*; what it seeks, however, is that the language be submitted to Transport Canada for review and approval. For reasons set out in the Conclusion, below, that request is denied.

What was remitted to the parties in the May 30, 2025 award was the actual collective agreement language implementing a specific direction. According to the union, the employer has continued to apply resets at the away from home terminal (and it referred to numerous examples of it doing so and reserved its right to seek appropriate individual remedies).

The parties are very close on what language should be awarded. Collective agreement to be amended as follows:

All reset breaks to be scheduled at the Home Terminal.

After 3 days, the Company will begin to evaluate where employees are in their consecutive 7 day period to ensure they receive a scheduled reset break by the required time at the Home Terminal.

## **NR**

There was discussion at the May hearing to resolve this issue by incorporating the parties current – and negotiated – NR agreement into the collective agreement. Although the union was agreeable to proceeding in this fashion, the employer wished to explore some possible amendments to the current agreement with the union, and the union agreed to engage. The parties were, however, unable to resolve this issue. The current – and negotiated – NR agreement is, therefore, awarded and is to be incorporated into the collective agreement (subject to the Housekeeping changes proposed by the union in this proceeding).

## **Conclusion**

I am declining the employer's request that any part of this implementation award be subject to notification/approval by Transport Canada. If any part of this award is contrary to the applicable regulatory regime, either or both of the parties may bring that forward and do not require any direction from me. Entirely normative changes to collective agreements awarded at interest arbitration are not generally, if ever, subject to joint application and (presumably) regulatory review and approval. If the parties wish to negotiate such a process they are, of course, free to do so.

At the request of the parties, I continue to remain seized with respect to the implementation of the May 30, 2025 award, and this implementation award.

DATED at Toronto this 1<sup>st</sup> day of December 2025.

*“William Kaplan”*

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William Kaplan, Sole Arbitrator