

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 140

Heard at Montreal, Tuesday, January 14th, 1969

Concerning

CANADIAN PACIFIC RAILWAY COMPANY (S.D., P.C. & N.S.)

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Concerning the right of the Company to pay Buffet Car rates of pay to employees working on certain Dome-Parlor Cars.

JOINT STATEMENT OF ISSUE:

Dome-Parlor Cars are operated on trains 152-153-154-155 in the Quebec services and trains 232-235 in the Ottawa service.

Above said cars have 19 lounge seats in the Parlor section of the cars and 23 seats in the feeding section. Buffet car rates of pay are paid to employees working on these cars.

The Brotherhood contends that the Company is in violation of Article 17 of the Collective Agreement in refusing to pay Cafe Car rates to employees working on said cars.

FOR THE EMPLOYEE:

(SGD.) J. R. BROWNE
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) T. P. JAMES
MANAGER, S.D. & P.C. & N.S. DEPT.

There appeared on behalf of the Company:

T. P. James	Manager, S.D., P.C. & News Dept., C. N. R. Montreal
J. W. Moffatt	General Supt., S.D., P.C. & News Dept., C.P.R. Montreal

And on behalf of the Brotherhood:

J. R. Browne	General Chairman, B. R. T., Montreal
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AWARD OF THE ARBITRATOR

Article 17 (e) of the collective agreement is as follows:

"MISCELLANEOUS:

(e) Classification of Various Feeding Cars:

Dining Car	Seating capacity - 36 to 48 Elaborate menu of five courses.
Cafe Car	Seating capacity - 18 Elaborate menu of five courses.
Buffet Car	Seating capacity - 10 to 16 Short order menu consisting of grilled and egg dishes. Short order menu Meat pies, fruit pies, etc. not prepared on the car.
Coffee Shop Car	Seating capacity - 23 to 36 Limited short order menu consisting of chops, egg dishes, sandwiches, hamburgers and canned preparations. Stews, pies, etc. not prepared on the car"

The cars in question are considered by the company to be "Coffee Shop Cars" for the purposes of Article 17 (e). Employees assigned to such cars, however, are paid buffet car rates, pursuant to Article 1 (a) of the collective agreement, which so provides.

The cars in question are "dual service" cars That is, they are not entirely devoted to meal service, but have a feeding section and a seating section. Some time ago, the cars consisted of a coach section (of 26 seats) and the "coffee shop" section, of 23 seats. The cars in question here were changed by the removal of the coach seats and the installation of 19 parlor chairs. The crew in the car remained the same. The change from coach accommodation to parlor car accommodation, however, undoubtedly meant more work for some crew members, and in particular for the steward. The question is whether this change in accommodation and in work-load is to be reflected in a change in classification under Article 17 (e).

The fact is that the feeding section in these cars has not been altered. It consists of 23 seats, and the menu, described as that of a coffee shop, consists generally of items of the type listed in Article 17 (e) as appropriate to a coffee shop car. Certainly it is not the "elaborate menu of five courses" characteristic of a cafe car, or a dining car.

Both parties agree that the overall physical structure of a car used in feeding service is not a factor in determining the classification of feeding cars. From the provisions of Article 17 (e), it is clear that the cars in question are as much coffee shop cars now, operated in conjunction with parlor car seating, as they were formerly, when the seating was that of a coach. The only conclusion possible under the terms of Article 17 (e) is that the cars in question are coffee shop cars, and that the employees are properly paid buffet car rates.

Somewhat similar issues were dealt with in Case No. 107, and in an award of His Honour Judge J. C. Anderson dated October 5, 1964, and with these decisions I respectfully agree. The arbitrator has no

jurisdiction to change the classifications set out in the collective agreement. Although the work-load of some employees has been increased, the fact is that the car in question is still within the classification of coffee shop cars, as this is spelled out in Article 17 (e), and I have no jurisdiction to alter that provision.

Accordingly the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR