CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 284

Heard at Montreal, Tuesday, May 11th, 1971

Concerning

CANADlAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF RAlLWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES

DlSPUTE:

The Brotherhood claims the Company violated Article VIII in the January 29, 1969 Job Security Agreement when it abolished the position oi Messenger, St. John's, December 31, 1970.

JOINT STATEMENT OF ISSUE:

On December 9, 1970, Mr. S.G. Cleary, Messenger, Mail Room St. John's, was advised that his position would be abolished effective December 31, 1970.

The Brotherhood claims the reason for the abolishment was due to an operational change when the number of deliveries were reduced.

The Brotherhood has requested that the Messenger Centre operation revert to what it was prior to the Notice to Abolish.

The Company denied that there had been an operational change an refused the Brotherhood's request.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) E. E. THOMS	(SGD.) K. L. CRUMP
GENERAL CHAIRMAN	ASSISTANT VICE-PRESIDENT
	LABOUR RELATIONS

There appeared on behalf of the Company:

L. V. Collard	System Labour Relations Officer, C.N.R., Montreal
P. A. McDiarmid	" " "
G. James	Labour Relations Assistant, C.N.R., Moncton
H. Peet	Employee Relations Supervisor, C.N.R. St. John's, Nfld
J. Nicholson	Superintendent Express, C.N.R., St. John's Nfld.

And on behalf of the Brotherhood:

E. E. Thoms	General Chairman, B.R.A.C., Freshwater, P.B., Nfld.
M. J.. Walsh	Local Chairman, B.R.A.C., St. John's, Nfld.
G. D. Noseworthy	Local Chairman, B.R.A.C., Argentia, Nfld.

AWARD OF THE ARBITRATOR

The material provisions of Article VIII of the Job Security Agreement are as follows:

> "1. The Company will not put into effect any technological, operational or organizational change of a permanent nature which will effect a material change in working conditions with adverse effects on employees without giving as much advance notice as possible to the General Chairman representing such employees or such other officer as may be named by the union concerned to receive such notices. In any event, not less than three months' notice shall be given if relocation of employees is involved, and two months' notice in other cases, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
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> "5. The terms Technological, Operational and Organizational change shall not include normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments."

The position which was abolished was one of two Messenger positions in the mail room at St. John's. As a result of the abolition, the work of the mail room was performed by a Junior Clerk and one Messenger. The company had previously determined that it would operate the mail room with a staff of two and did so from November 2, 1970, When a Mr. Cleary had transferred out of one of the messenger positions. He was, however, allowed to return to a messenger position, and as a result there was a staff of three in the mail room until December 31. From November 2, the number of mail deliveries was reduced so that from that time on there was really sufficient work for only two persons.

The organizational or operational change, if any would appear to have been in the reduction of mail deliveries. This is, as is the abolition of a position, a change of "operations" in a narrow sense, but it is not necessarily an "operational change" of the sort referred to in Article VIII of the Job Security Agreement. The collective agreement itself contemplates a number of situations in which there may be such changes, and providing for the rights of employees in such cases, which clearly do not involve the special provisions of Article VIII. Here, the company simply found that the work it had to do could be done by fewer employees. There was no longer a need for as many mail deliveries per day. There is no evidence of any special circumstance which would take this out of the

area of "normal reassignment of duties" referred to in Article VIII (5).

In any event, no employee suffered any adverse effects, in my view, as a result of the change. Mr. Cleary transferred to a higher-rate Job, and it is not suggested that he had to move to another community. While no doubt the opportunities for other employees were limited to the extent of there being one less job available, it may be doubted although in view of my decision in this case it is not necessary to decide the point - whether this is the sort of adverse affect for which Article VIII is intended to provide relief.

For the reasons set out above, the grievance is dismissed.

J. F. W. WEATHERILL
ARBITRATOR