CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 647

Heard at Montreal, Tuesday, December 13, 1977

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

DlSPUTE:

The Brotherhood claims that the Company violated the terms of Article 29 - Technological, Operational and Organizational Changes of Agreement 5.8.

JOINT STATEMENT OF ISSUE:

Effective January 25, 1976, the Company reduced the train consist of the Transcontinental train for the winter season. The temporary reduction in the number of sleeping cars in the train consist resulted in the total number of positions of Sleeping Car Conductors assigned to the train between Toronto and Vancouver being reduced by 25.
The Brotherhood claims that the change in service constituted an operational change covered by Article Vlll of the Job Security Agreement dated May 20, 1971, referred to in Article 29 of Agreement 5.8. The Brotherhood further claims that the reduction in the number of sleeping cars was a result of the introduction of the Dayniter cars on the Transcontinental service.

The Company claims that the reduction in service made on January 25, 1976, was not subject to the terms of Article VIlI of the Job Security Agreement.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) J. A. PELLETIER	(SGD.) S. T. COOKE
NATIONAL VICE PRESIDENT	ASSISTANT VICE-PRESIDENT - LABOUR RELATIONS

There appeared on behalf of the Company:

G. A. Carra	- System Labour Relations Officer, C.N.R., Montreal
C. C. Bright	- System Manager Employee Relations & Administration - Passenger Marketing, C.N.R., Montreal
Mrs. C. McHardy	- Labour Relations Assistant, C.N.R., Montreal

And on behalf of the Brotherhood:

J. A. Pelletier - National Vice-President, C.B.R.T., Montreal

AWARD OF THE ARBITRATOR

The Brotherhood's contention is, in effect, that the Company substituted Dayniter cars for sleeping cars, with an accompanying change in classifications of employees involved, and that this constituted a technological, operational or organizational change.

If in fact the Company did simply substitute the one type of equipment for the other, it would be my view that that would constitute a technological, operational or organizational change, and that notice thereof would have to be given pursuant to the job security agreement.

On the facts of this case, however, I cannot find that that took place. There was a temporary reduction ln the number of sleeping cars, but this reduction was justified by a reduction in the demand for sleeping car accommodation. This reduction in demand is not accounted for by the introduction of the Dayniter cars. The latter were not presented as, and do not appear to be a substitute for sleeping cars in any significant way.

It is significant that, during the winter of 1976 when the reduction in the number of sleeping cars took place, there was also a reduction in the number of coaches and in the number of Dayniter cars. Further, the sleeping cars were reinstated before there was any reinstatement of coaches or Dayniters. Accordingly, there is no substantial support for the conclusion that Dayniters were in some way being substituted for sleeping cars.

The change in the number of sleeping cars in service in the period in question was, on the evidence, "brought about by fluctuation of traffic" and was not, therefore, an operational or organizational change within the meaning of the collective agreement.

For the foregoing reasons, the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR