

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1227

Heard at Montreal, Wednesday, April 11, 1984

Concerning

CANADIAN PACIFIC LIMITED (CP RAIL)
(Prairie Region)

and

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

DISPUTE:

The Union claim that the Company violated Article VIII of the Job Security Agreement.

JOINT STATEMENT OF ISSUE:

Letter of June 30th, 1983, advised of abolishment of Position No. 1 Chief Clerk, Kenora, Ontario effective after tour of duty July 3rd, 1983; this due to an investigation that revealed a decrease in traffic along with a reduced workload.

By letter of June 30th, 1983, the Company advised the Union that the duties normally performed by the Chief Clerk would be performed by the Yardmasters, Operators, and other clerical staff at Kenora, Ontario.

The Union claims not a normal reassignment of duties.

The Company disagreed and denied the claim.

FOR THE BROTHERHOOD:

(SGD.) M. J. KRSTOFIAK
General Chairman

FOR THE COMPANY:

(SGD.) F. B. REYNOLDS
FOR: General Manager,
Operation and
Maintenance

There appeared on behalf of the Company:

F. B. Reynolds	- Supervisor, Labour Relations, CPR, Winnipeg
D. A. Lypka	- Asst. Supervisor, Labour Relations, CPR, Winnipeg
H. D. Walkoski	- Rail Terminal Supervisor, CPR, Kenora
F. E. Lazinski	- Supervisor, C.S.C., CPR, Thunder Bay
P. E. Timpson	- Labour Relations Officer, CPR, Montreal

And on behalf of the Brotherhood:

M. J. Krystofiak	- General Chairman, BRAC, Calgary
Paul Rouillard	- General Secretary-Treasurer, BRAC, Vancouver

AWARD OF THE ARBITRATOR

In this case, owing to a decline in work load occasioned by business exigencies, the employer abolished the position of Chief Clerk at Kenora and distributed his remaining functions amongst several employees at the Kenora Station. The work load formerly performed by the Chief Clerk was thereby performed by employees who were not represented by the trade union.

It is com?on ground that the company's abolition of the Chief Clerk's position and the redistribution of the remining duties of that position amongst other employees constituted an "operational change". It is the company's position however that the "operational change" was exempted dfrom the three month notice requirement of Article 8.1 of The Job Security Agreement. In this respect the company relies upon Article 8.7:

"The terms 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 adjustment".

The trade union did not challenge the figures submitted in the company's brief demonstrating the decline in traffic at Kenora. Nor did it purport to dispute the notion that a decline in business has taken place as demonstrated in the company's brief.

As a result this case is no different than the situations described in CROA Cases 1154, 381, 423, 284. Accordingly I am of the view that the "organizational change" that took place was "a normal reassignment of duties" as contemplated by the exemptpion contained in Article 8.7. The company, as a result, was not required to comply with the three month notice provision contained in Article 8.01. The grievance is accordingly denied.

DAVID H. KATES,
ARBITRATOR.