

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1741

Heard at Montreal, Wednesday 13 January 1988

Concerning

VIA RAIL CANADA INC.

And

CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT AND GENERAL WORKERS

DISPUTE:

The establishment of Spare Board classification lists less than the maximum as outlined in Article 7.2 of the Collective Agreement No. 2.

BROTHERHOOD'S STATEMENT OF ISSUE:

Prior to June 13, 1986 the Local Chairperson and the designated Corporation Officer met to determine whether or not it was necessary to reach a local arrangement to reduce the Spare Board classification lists below the required maximum of five (5).

The parties in the past had no problem at reaching an understanding establishing the required Spare Board classification lists.

Effective June 13, 1986 with the introduction of the Train Crewing Program, the Brotherhood requested to maintain the maximum of five (5) lists which they felt was an automatic requirement under Article 7.2.

The Corporation disagreed and established four (4) lists without the arrangement with the Local Chairperson.

The Corporation claims that they can maintain Spareboards in accordance with their needs up to the maximum of five (5) under Article 7.2.

FOR THE BROTHERHOOD:

(SGD) TOM McGRATH  
National Vice-President

There appeared on behalf of the Company:

C.O. White	Labour Relations Officer, Montreal
M. St.Jules	Manager, Labour Relations, Montreal
J. Kish	Officer, Personnel and Labour Relations Montreal
A. Henery	Officer, Human Resources, Toronto

M. Watson

Supervisor, Manpower Planning, Toronto

And on behalf of the Brotherhood:

Mr. T.N. Stol

General Chairman

#### AWARD OF THE ARBITRATOR

This grievance concerns the establishment of Spare Board classification lists for the Brotherhood's local in Toronto. Prior to the introduction of the new Train Crewing Program, effective June of 1986, there were three spare boards at Toronto. The first covered the positions of Service Manager, Stewards and Sleeping Car Conductors. The second was in respect of Chefs and Cooks, while the third covered Passenger Service Assistants, Porter-in-Charge, Porter, Take-out Attendant, Steward-Waiter, Cart Attendant, Waiter, Cook Assistant and Pantryman. Under the new crewing arrangement the fourteen classifications previously existing were reduced to seven.

With the onset of the new Crewing Program the Brotherhood wished to see the establishment of five spare boards in Toronto. The Corporation, on the other hand, disagreed and established four boards without the concurrence of the Local Chairperson. The first board was for the position of Service Manager, the second for the position of Service Co-ordinator, the third for the positions of Chef and Cook and the fourth for the positions of Assistant Service Co-ordinator, Senior Service Attendant and Service Attendant. The Union asserts that under the Collective Agreement it can insist on a maximum of five classification boards being established unless some other figure is agreed to locally.

The pertinent provisions of the Collective Agreement are, in part, as follows:

- 7.1 Spare boards for employees covered by this Agreement will be maintained at Halifax, Montreal, Toronto, Winnipeg, Vancouver and other points as may be agreed upon and classification lists shall be set up in accordance with local requirements.
- 7.2 A spare board classification list will have a maximum of five classifications as agreed upon between the designated corporate officer and the Local Chairperson, and will list names of senior unassigned employees (to operate on the "first-in, first-out" principle) who will be required to protect the following services: ...

The number of employees on the spare board shall be regulated, as agreed upon between the Corporation and the Local Chairperson, in order to provide as closely as possible, the basic hours in a four-week period.

There appears to be some controversy as to whether the concept of a spare board classification list is the same thing as a spare board and whether, as the Union contends, the intent of Article 7.2 is to limit the Corporation's ability to establish spare boards to a maximum of five boards or, as suggested by the Corporation's representative, is to deal with the maximum number of classifications, being five, which can appear on a single spare board. It is, to say the least, troubling that a misunderstanding of such magnitude could arise in a system which has apparently functioned for some ten years. Be that as it may, however, the Arbitrator finds it unnecessary to resolve this issue.

What the grievance attacks is the unilateral establishment of the four spare boards at Toronto. It is not disputed that the classification lists within the new system were established without any agreement between a designated corporate officer and the Local Chairperson as contemplated by Article 7.2 of the Collective Agreement. Without deciding whether spare boards and classification lists are the same thing within the meaning of Article 7, it appears to the Arbitrator that Articles 7.1 and 7.2 must be read together. I am satisfied that the reference to the establishment of "classification lists ... in accordance with local requirements" described in Article 7.1 does not derogate from the requirement described in Article 7.2 that any classification list which is set up cannot exceed five classifications and must, whatever its number, be agreed upon between the officer of the Corporation designated locally and the Local Chairperson. That condition has plainly not been met in the instant case. I cannot, however, accept the Brotherhood's position that Article 7.2 requires five spare boards or classification lists absent agreement. It establishes a maximum, not a minimum, number of classification lists to be established. It is clear, in any event, that local agreement is a condition precedent to setting up any classification lists.

In these circumstances the Corporation's attempt to establish four spare boards with differently constituted classification lists must be found to be null and void. The only local agreement between the parties with respect to the classification lists is the three board structure which pre-dates the introduction of the new Train Crewing Program. In these circumstances, absent any agreement to the contrary, the parties are required to return to the three board structure, with the classification lists within each board to be, in so far as possible, consistent with the classifications which were contained therein under the prior classification system. They are, in other words, required to slot into the three spare boards the new classifications which correspond, as nearly as possible, to the old classifications which were found within the respective spare boards. The parties remain, however, fully free to arrive at some other arrangement that is acceptable on a mutual basis, to be negotiated locally, as contemplated in Article 7.2.

For these reasons the grievance must be allowed in part. The Company is hereby ordered to re-establish a three spare board system for employees of the Toronto local, in a manner consistent with the above directions. I retain jurisdiction in the event of any dispute

between the parties respecting the interpretation or implementation  
of this award.

MICHEL G. PICHER  
ARBITRATOR