CANADIAN RAILWAY OFFICE OF ARBITRATION

SUPPLEMENTARY AWARD TO

CASE NO. 1752

Heard at Montreal, Wednesday, 13 July 1988

Concerning

VIA RAIL CANADA INC.

And

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

There appeared on behalf of the Company:

C. O. White	- Labour Relations Officer, Montreal
C. Pollock	- Labour Relations Officer, Montreal
J. Kish	- Officer, Personnel and Labour Relations, Montreal
D. Fisher	- Advisor, Human Resources, Montreal

And on behalf of the Brotherhood:

A. Cerilli	- Regional Vice-President, Winnipeg
R. Storness-Bliss	- Regional Vice-President, Vancouver
H. Critchley	- Representative, Edmonton

AWARD OF THE ARBITRATOR

In a letter dated May 24, 1988 the National Vice-President of the Brotherhood requested a supplementary hearing to resolve the issue of whether the award issued in this matter following the previous hearing of February 10, 1988 extends to employees in regions in other than those on the Prairie Region.

For the purposes of clarity, having regard to the case as pleaded by the Brotherhood, the issue placed before the Arbitrator in the instant case is restricted to the entitlement of a claim for four hours' pay for all employees required by the Corporation to report to Via Rail Canada West Offices in Winnipeg for instructions regarding uniforms. That, moreover, is the precise issue as framed in the letter of the Regional Vice-President of the Brotherhood tabled at the original arbitration hearing, dated November 19, 1986. Consequently, the Corporation is obligated by the award to compensate all employees who were required to attend and view the instructional video tape during other than paid working hours, at Winnipeg. As the claim is not in relation to a disciplinary issue, the burden of proof remains upon the Brotherhood, which must establish that employees

claiming the four hours' pay did in fact attend and view the instructional tape, and were not otherwise paid for that time. While it is to be hoped that the parties will share such information as is available to each of them with respect to these matters, failing agreement on the disposition of individual cases it would be necessary to hear such further submissions and evidence as may be required to establish the claims asserted.

It should be stressed that it is not open to the Arbitrator to treat this matter as a policy grievance which applies nationally. For reasons best known to itself, the Brotherhood confined its statement of issue to a claim for employees in Winnipeg only. The Arbitrator is clearly without jurisdiction to expand the scope of the grievance beyond the issue so stated (see Article 12 of the Memorandum of Agreement establishing the Canadian Railway Office of Arbitration, dated January 7, 1965 (as amended an renewed)). It should also be noted that nothing in the instant award precludes the parties from making such other arrangement in satisfaction of this award as they deem mutually acceptable.

I continue to retain jurisdiction in the event of any dispute between the parties respecting the merit of individual claims, or if the parties are unable to resolve this matter otherwise.

July 15, 1988 (SGD) MICHEL G. PICHER
ARBITRATOR