

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2199

Heard at Montreal, Tuesday 12 November 1991

concerning

CANADIAN PACIFIC LIMITED

and

TRANSPORTATION COMMUNICATIONS UNION

DISPUTE:

A claim by the Union that Mr. M. Trottier should have been allowed to bid on a permanent bulletined position in the Vancouver Freight Claims office.

JOINT STATEMENT OF ISSUE:

Prior to July of 1989, Mr. Trottier held a permanent position of train Machine Clerk No. 3 in the Coquitlam C.S.C. (formerly Vancouver C.S.C.). As a result of a job abolishment at Coquitlam, Mr. Trottier displaced into the Chief Accountant's office in Vancouver in accordance with Appendix 19 of the collective agreement (Consolidation of Seniority Rosters). In Appendix 19, Item 4, there is a provision for employees to return to their former rosters within one year of transfer. This item states that for one year an employee has the right to exercise his/her seniority to a bulletined permanent vacancy in the former seniority list.

Effective June 15, 1990, a permanent vacancy occurred in the Vancouver Freight Claims office.

In accordance with a previous letter of agreement, signed by the Union and the Company, effective May 1, 1985, which stated that any permanent vacancy in Vancouver Freight Claims office, would be bulletined back to the Vancouver C.S.C., this bulletin #FCS--11, dated May 16, 1990 was bulletined in the Vancouver (now Coquitlam) C.S.C.

This bulletin, as previously mentioned, was for a permanent vacancy. The Union maintains that in accordance with Appendix 19 of the collective agreement (signed April 19, 1989), Mr. Trottier should have been given the right to exercise to the bulletin posted in the Freight claims (#FCS--11), as any other permanently placed employee in the C.S.C. would. The Union's position is that Mr. Trottier's seniority rights should be "as if he was still permanently employed in the C.S.C." (for one year) and that to have whole seniority, he should have had the opportunity to exercise onto the vacant Freight Claims position.

The Company declined the Union's grievance and maintains that employees covered under Item 4 of Appendix 19 do not have the right to bid on vacant Freight Claims positions if they are not holding a permanent position in the C.S.C. concerned.

FOR THE UNION:

FOR THE COMPANY:

(SGD.) D. J. KENT

(SGD.) K. PORTER

for: GENERAL CHAIRMAN

ASSISTANT COMPTROLLER, REVENUES & CLAIMS

There appeared on behalf of the Company:

R. A. Hamilton

Personnel Manager, Finance & Accounting, Montreal

D. J. David

Labour Relations Officer, Montreal

C. Graham

Supervisor, Training and Accident Prevention, Materials, Montreal

J. C. Provain

Area Supervisor, Angus Stores, Montreal

K. E. Webb

Labour Relations Officer, Vancouver

And on behalf of the Union:

D. Deveau

Executive Vice-President, Calgary

J. Manchip

Executive Vice-President, Montreal

C. Pinard

Division Vice-president, Montreal

H. Holmes

Assistant Division Vice-President, Wi#

0 ç@ & 74 -PF P ,

RP

$$\{^7_{-1}\text{U}$$

WV v

v v

b _] R& u

: R

a U8RPX -PF P ,

St 3 IQt :RP U8RPt ,

u u S^ 3 IQ^ :RP U8RPt ,

u D R& u : ^
V U8RPd -PF P ,

PF P

PF P U8RPJ ,
v v

u+ _] UW R& t & t v v t :R P

RP

RP

RP

U8RPF P

PF Pv

$$, \quad r = -P \cdot -PF \quad ,$$

PF Pv

Pv v v

-

+ P ^ &w (U8RP+ PP\$

\$ (^ & t u X

$\wedge_{-} \mathbb{F}$

u ^ _] S&6R -Pb P ,
èb 9 3 IQb P v

, ĩ S& -- P -Pb P ,
èb 9 3 IQb P v

RP -Pb P ,

èb 9 3 IQb P v

$$P - P_v$$

{# ^_] S&6R -Pb P ,
èb 9 3 IQb P v

9 3 + O 9 3 IQ Pv

]
t#

y# +^_

DR&

t, \u

P

P -P P ,

t\$ i9 3 IQ Pv

t\$ i9 3 IQ P v

$$t, V \quad F \quad PF \quad P$$

^_] ^ &7F P P

tgF u F P P D'

9 3 + O

9 3 IQ Pv

$$, \quad F_t = P - Pv$$

, F u8 F t

S& T P -P v v v v v

v
v

$$\begin{matrix} t & ^{\wedge} \\ \&\hat{A} & F \end{matrix}$$

\wedge
& F

$$\hat{w} = 7 - P$$

$\&F \quad ^\wedge$

v S P

t P P, D&
F PF Px P^ P P

tt P P P0 D&

• , v

y#

P

D&

$$\begin{matrix} & ^-_] & ^-_] & & 9 & 3 & IQ & P^ \\ \& & 7 & & & & & \end{matrix}$$

, November 15, 1991
(Sgd.) MICHEL G. PICHER
ARBITRATOR

&7 P P P D& t P P D& ^

$$\& 7 \quad P \quad -P^{\wedge}$$

t9 S -Pz P ,

èz 9 3 IQz P v

, S&6(& 6& -Pz P ,

èz 9 3 IQz P v

, S& & 6* -Pz P ,

èz 9 3 IQz P v

, + PB :RP z P P

N'

t@v Px PF V RPRv

\$7 ^ & w &7 -P P ,

t Pz

As it appears from the representation of the Union that no remedy is requested since Mr. Trottier is no longer a member of the Union, the Arbitrator limits the award to a declaration that the position advanced by the Union on behalf of Mr. Trottier is correct in principle. On that basis, the grievance is allowed.

November 15, 1991

(Sgd.) MICHEL G. PICHER

ARBITRATOR