CANADIAN RAILWAY OFFICE OF ARBITRATION
CASE NO. 2329
Heard at Montreal, Thursday, 11 February 1993
concerning
VIA RAIL CANADA INC.
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
DISPUTE:
The applicability of Article 89 to changes made to Trains 5 and 6 effective April 26, 1992.
JOINT_STATEMENT_OF_ISSUE:
On February 4, 1992, the Corporation informed the Brotherhood of its intention to change the schedule of Trains 5 and 6 necessitating some crewing adjustments to take effect April 26, 1992.
The Brotherhood advised the Corporation in a letter dated February 6, 1992, that the changes would have a significant adverse effect on locomotive engineers operating Trains 5 and 6 out of Prince George, B.C., and it considered this to be material changes in working conditions as contemplated by Article 89. Consequently, it requested that the matter be handled as a grievance under the provisions of Article 89.1(j) of the collective agreement.
The Corporation maintains that the changes did not come under the purview of Article 89 of the collective agreement.
FOR THE BROTHERHOOD:
FOR THE CORPORATION:
(SGD.)_W._A._WRIGHT
(SGD.)_P._J._THIVIERGE
GENERAL CHAIRMAN
for: DEPARTMENT DIRECTOR, LABOUR RELATIONS
There appeared on behalf of the Corporation:
K. W. Taylor
Senior Negotiator & Negotiator, Labour Relations, Montreal
C. Rouleau
Labour Relations Officer, Montreal
And on behalf of the Brotherhood:
W. A. Wright
General Chairman, Saskatoon
G. Hall,
National Vice-President, Ottawa

AWARD_OF_THE_ARBITRATOR

The material before the Arbitrator establishes that the average miles per month worked by locomotive engineers home stationed at Prince George increased by reason of the changing of the schedule of trains 5 and 6. The average miles per month prior to April 26, 1992 totalled 4,694 while as of April 26, 1992 the average rose to 5,153 miles per month. Moreover, as the material discloses, an additional locomotive engineer's position was established at the home station of Prince George.

The threshold issue is whether there was an obligation on the part of the Corporation to provide notice under article 89.1 of the collective agreement in the circumstances. That article reads, in part, as follows:

QQINDENT 89.1 QQINDENT Prior to the introduction of run-throughs or changes in home stations, or of material changes in working conditions, which are to be initiated solely by the Company and would have significantly adverse effects on locomotive engineers, the Company will:

The Arbitrator cannot find, in the facts reviewed above, that the changes implemented by the Corporation can be said to have had "significantly adverse effects on locomotive engineers" within the meaning of article 89.1 of the collective agreement. It is clear from the evidence before me that no employee has lost any work or work opportunities, or suffered displacement or any reduction of overall income. On the contrary, the locomotive engineers affected by the changes implemented by the Corporation have experience a general improvement in their work opportunities and earnings. In the absence of any evidence of adverse effects, the Arbitrator cannot find that the Corporation was under an obligation to provide notice in accordance with the requirements of article 89.1. I cannot accept the Brotherhood's suggestion that "adverse effects" can include the notional loss of still greater work opportunities which would, theoretically, have resulted if the Company had been forced to confine the work in question to locomotive engineers located at Prince George.

For the foregoing reasons the grievance must be dismissed.

February 12, 1993

(Sgd.)_MICHEL_G._PICHER

ARBITRATOR