

# CANADIAN NATIONAL RAILWAY COMPANY

concerning

and

A. S. Wepruk – National Coordinator, Montreal

Secondly, the Arbitrator appreciates the concerns which the Union voices with respect to the possibility that the employees being transferred may subsequently find Intermodal positions eliminated, with a resulting reduction in the number of bargaining unit employees, contrary to the intention of article 20.1 of the collective agreement, by reason of an arbitrary decision of the employer with respect to future downsizing. There is no basis to believe that the Employer harbours any such intention. However, to protect against that possibility, having regard to the agreement of the parties expressed before the Arbitrator at the hearing, the Arbitrator directs that the Union be provided, forthwith, with full and accurate data as to the volumes of cargo handled in the Intermodal facility as of July 15, 1996, or any other date or period which may be agreed between the parties. The correlation of that volume of cargo with the complement of employees will, as a result, be available as a benchmark of evidence, in the event of any dispute in the

future with respect to any alleged indirect violation of article 20.1 of the collective agreement. To put the matter clearly, if the Company should seek to downsize the complement of bargaining unit employees at the Montreal Intermodal facility in circumstances where there has been no meaningful change in cargo volumes, in the future, it will bear an onus to justify such action should the Union allege that it has in fact pursued a transparent scheme to avoid the application of article 20.1 of the collective agreement.

This matter is therefore remitted to the parties for implementation of the notice period and the providing of data, as directed above.

July 12, 1996

**(signed) MICHEL G. PICHER**  
**ARBITRATOR**