

# CANADIAN RAILWAY OFFICE ARBITRATION

## CASE NO. 106

Heard at Montreal, Tuesday, May 14th, 1968

Concerning

**CANADIAN PACIFIC RAILWAY COMPANY**

and

**BROTHERHOOD OF RAILROAD TRAINMEN**

**EX PARTE**

**DISPUTE:**

Concerning the interpretation and application of Article 12 of the current Collective Agreement.

**EMPLOYEES STATEMENT OF ISSUE:**

The Company take the position that it has the sole right of Management to decide the number of employees to be assigned when staffing cars.

The Brotherhood contends that under the provisions of Article 12 of the Collective Agreement, the staffing of cars must be negotiated between the Company's Officers and the Employees' Representatives in each district.

**FOR THE EMPLOYEES:**

**(Sgd.) J. R. BROWNE**  
**GENERAL CHAIRMAN**

There appeared on behalf of the Company:

T. P. James                      – Manager, S.D., P.C. & N.S., Montreal  
J. W. Moffatt                    – General Superintendent, S.D., P.C. & N.S., Montreal

And on behalf of the Brotherhood:

J. R. Browne                    – General Chairman, Montreal

**AWARD OF THE ARBITRATOR**

The complaint made by the representative for the Brotherhood was submitted in general terms, to the effect that “The Company do not negotiate the crewing of cars in each district as provided for in Article 12 of the Collective Agreement.”

Article 12 reads:

**Staffing of cars:**

It is agreed that the staffing of cars will be governed by traffic conditions and shall be the subject of negotiation between the Company’s Officers and the Employees’ Representatives in each district.

A preliminary objection was taken by the representative for the Company that the Brotherhood had failed to present any specific example of the alleged violation in this respect.

The representative for the Brotherhood admitted he had no specific information to present, other than his general statement that this Article was not being adhered to by the Company.

The Arbitrator found he would require having placed before him at least one instance of what was claimed. This was necessary, not only for his information but to permit the Company to reply to whatever was alleged.

For these reasons this claim was dismissed.

**(signed) J. A. HANRAHAN**  
**ARBITRATOR**