CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 287

Heard at Montreal, Tuesday, May 11th, 1971

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

DISPUTE:

The Brotherhood claims the Company violated Article VIII in the January 29, 1969 Job Security Agreement when it transferred manifest typing from Argentia to St. John's in the first week in November 1970 and then on December 15, 1970 gave 90 days notice to abolish the Typist position at Argentia.

JOINT STATEMENT OF ISSUE:

On or about the first week in November 1970, the typing of manifests at Argentia was transferred to St. John's. On December 15, 1970, notice was given that the Typist position at Argentia would be abolished effective March 15, 1971.

The Brotherhood claims it is a violation of Article VIII in the January 29, 1969 Job Security Agreement to make an operational change prior to Notice to Abolish, and therefore requested that the Notice be withdrawn and the typing of manifests be retransferred to Argentia.

The Company denied the Brotherhood's request.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) E. E. THOMS	(SGD.) K. L. CRUMP
GENERAL CHAIRMAN	ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

P. A. McDiarmid	– System Labour Relations Officer, Montreal
L. V. Collard	– System Labour Relations Officer, Montreal
G. James	– Labour Relations Assistant, Moncton
H. Peet	– Employee Relations Supervisor, St. John's
J. Nicholson	– Superintendent Express, St. John's

And on behalf of the Brotherhood.

E. E. Thoms	– General Chairman, Freshwater, P.B.
M. J. Walsh	– Local Chairman, St. John's
G. D. Noseworthy	– Local Chairman, Argentia

AWARD OF THE ARBITRATOR

The material provisions of Article VIII of the Job Security Agreement are as follows:

> **1.** The Company will not put into effect any technological, operational or organizational change of a permanent nature which will effect a material change in working conditions with adverse effects on employees without giving as much advance notice as possible to the General Chairman representing such employees or such other officer as may be named by the union concerned to receive such notices. In any event, not less than three months' notice shall be given if relocation of employees is involved, and two months, notice in other cases, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
>
> **…**
>
> **5.** The terms Technological, Operational and Organizational change shall not include normal reassignment of duties out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.

The company seems to have agreed that the abolition of the position of Typist at Argentia was an "operational or organizational change of a permanent nature" which would effect a "material change in working conditions with adverse effects on employees", for it gave notice of such change pursuant to Article VIII. It is the union's contention that such notice ought to have been given when the work of manifest typing was transferred, and not at the later time when the position of Typist was itself abolished.

It may be that in some cases the transfer of some of the Work coming within a position would in itself constitute the sort of change which would come within Article VIII. In the instant case, however, when the work of manifest typing (which was work performed by Typists) was transferred, the position of Typist remained in existence, and work within that classification continued to be performed at Argentia. There were no adverse effects on employees at the time of the transfer. There was then only a potential effect which was realized later, when the position was abolished. At the time of the transfer of the work of manifest typing, however, the work of the classification of Typist continued, and it had not then been decided to abolish the position.

Certainly employees have not been prejudiced by this. When the position was abolished, 90 days' notice was given. This was on December 15, 1970. If the union's position were correct, notice ought to have been given on October 28, 1970. If it appeared likely at that time that the position would ultimately be abolished then the real effect of what was done was to give employees a longer period of notice than the agreement required. There can be no complaint about that. The actual adverse effect, however, was the direct result of the abolition of the position, and it was of that action that notice was required.

For the foregoing reasons, the grievance is dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR