

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 476

Heard at Montreal, Tuesday, October 8th, 1974

Concerning

CANADIAN PACIFIC LIMITED

and

UNITED TRANSPORTATION Union (T)

EX PARTE

### DISPUTE:

Concerning the interpretation and application of Article 17 and 7 of the current Collective Agreement.

### EMPLOYEES' STATEMENT OF ISSUE:

Since June 1st, 1974 Stewards and Chefs working on certain feeding units have been paid Café Car rates of pay.

The Union contends the men are performing Dining Car Work and the cars should be classified as Dining Cars.

The Company have failed to answer the request for the reclassification of the cars to Dining Cars and proper rates of pay to the men involved and are therefore in violation of Article 7 of the Collective Agreement which sets out the time limits for settlement of claims.

### FOR THE EMPLOYEES:

(SGD.) J. R. BROWNE

GENERAL CHAIRMAN

There appeared on behalf of the Company..

F. G. Wise – Manager Passenger Operations, Montreal

W. Orloff – Travelling Chef, Passenger Services, Winnipeg

T. O'Grady – Inspector, Passenger Services, Montreal

J. Ramage – Special Representative, Labour Relations, Montreal

And on behalf of the Brotherhood..

J. R. Browne – General Chairman, Coquitlam

A. Butler – General Chairman, Sleeping Car Conductors, Chateauguay

### AWARD OF THE ARBITRATOR

This is in substance a request for reclassification rather than a "wage ticket" claim of the sort contemplated by article 7 of the collective agreement. Any failure of the Company to reply to the grievance within stipulated times does not automatically impose a requirement of payment.

Article 17 of the collective agreement is as follows:

## Article 17

### (e) Classification of Meal Service Cars:

Dining Car Seating Capacity – up to 48 Elaborate menu of five courses.

Café Car Seating Capacity - 24 to 48 Menu consisting of grilled, poached and fried dishes; snacks, egg dishes, sandwiches, canned preparations and dessert selections.

Buffet Car Seating Capacity - up to 20 Menu consisting of grilled, poached and fried dishes; snacks, egg dishes, sandwiches, canned preparations and dessert selections.

Coffee Shop Car Seating Capacity - up to 36 Menu consisting of egg dishes, sandwiches, hamburgers and canned preparations: Stews, pies, etc., not prepared on the car.

When the standard of service and/or the seating capacity of a particular feeding unit is increased beyond the limits outlined above, the said feeding unit will be reclassified to the next higher classification.

In April 1973 the Company decided to eliminate the traditional dining car service on its passenger trains, and to replace it with coffee shop service. This constituted an "operational change" within the meaning of article 20 of the agreement, and as a result, some employees were entitled to certain benefits under that article. In particular, certain employees were entitled to "maintenance of rate" benefits, and continued to receive dining-car rates, even though no longer in dining-car service. Subsequently, when article 17 in its present form was agreed to, the feeding units here in question fell within the scope of the definition of café cars. The question raised in the instant case is whether, at the times material to the grievance, such cars should be reclassified as dining cars. In terms of the collective agreement, the question is whether the standard of service or the seating capacity of the units in question exceeds that outlined for a café car in article 17.

The question of seating capacity is not material here, since both café and dining cars may accommodate up to 48 persons. The question is, therefore, whether the crew of the units now classified as café cars are expected to handle menus going beyond the scope of what is outlined in article 17. It was the Union's contention that there were a number of respects in which the menus in question went beyond the scope of those of a café car under the collective agreement. It was said that the café car menu now offered contained from seven to nine separate courses, that additions were made to the menu, that the working conditions had been altered and the work load increased.

As to the points just mentioned, the matter of hours of work will be dealt with under the general wage and hours provisions of the collective agreement. The matter of work load is, from one point of view, dealt with in article 17 itself, in its reference to the seating capacities of the several types of feeding unit. The provisions with respect to café car capacity have not been exceeded here, as has been noted. The substantial issue is as to the menu.

An analysis of the current café car menu does not show any dishes not coming within the scope of the menu referred to in article 17(e). The only possible exception to this are muffins, toast and beverages: menu items which may be considered exceptional only in their simplicity and whose inclusion in the menu would not serve to increase it beyond the limits described. The Union, it should be said, did not advance that argument.

As to the number of courses, it is true that a customer could select a meal from the café car menu which would include as many or more "courses" as the traditional dining car service would provide. Article 17(e) does not, however, describe the café car menu in terms of "courses", and it is in any event clear that the entire concept of service and of meal selection from an *à la carte* menu of the type involved is quite different from that of the traditional dining car meal. In addition there are differences in the methods of meal preparation and in the range of skills and knowledge which might be required of the staff, as between the two sorts of operations.

In the instant case, it has not been shown that the café cars now operated as such are in substance dining cars, nor that the menu offered exceeds in scope the range permitted for a café car under article 17(e). The grievance must accordingly be dismissed.

**(signed) J. F. W. WEATHERILL**

ARBITRATOR