CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 524

Heard at Montreal, Wednesday, September 10, 1975

Concerning

CANADIAN PACIFIC TRANSPORT COMPANY LIMITED (CP TRANSPORT)

and

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

DISPUTE:

Claim of employees N. Skura, L. W. Ross, E. Schikowsky, L. J. Ball and G. E. Tuttle, Regina, that they were not given proper notice prior to cancellation of their bid assignments.

JOINT STATEMENT OF ISSUE:

On December 16, 1974, the Company posted a proper notice of the cancellation of all mileage-rated driver positions for the period December 21, 1974 to January 5, 1975, inclusive.

This notice was posted in accordance with an Agreement signed on December 10, 1974, outlining the method to be used in effecting staff reductions during the holiday period.

The Union contends that as the five employees continued to work on their bid positions beyond December 20, 1974, that a further four-day notice was required.

The Company contends that the employees' positions were cancelled for the period December 21, 1974 to January 5, 1975, inclusive, therefore, the employees were working on an unassigned basis and further notice was not required.

FOR THE EMPLOYEE:

(SGD.) L. M. PETERSON
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) C. C. BAKER
DIRECTOR, LABOUR RELATIONS AND PERSONNEL

There appeared on behalf of the Company:
C. C. Baker – Director, Labour Relations & Personnel

And on behalf of the Brotherhood:
L. M. Peterson – General Chairman, Toronto
G. Moore – Vice-General Chairman, Toronto

AWARD OF THE ARBITRATOR

The grievors, along with other employees, were given proper notice of the abolition, effective December 20, 1974, of their positions, and of their recall thereto on January 6. This was in accordance with an agreement made between the parties with respect to staff reductions and terminal closures over the holiday period. During the period from December 20 to January 5, “as required” trips were to be assigned on a seniority basis.

The grievors did in fact work during the period following December 20. On December 21 they were assigned to work the very routes they ordinarily covered. It is argued that they were thus “recalled” on that day, and that, since they received no further notice of the abolition of their positions, they should be paid any wages lost on each subsequent trip they were required to work, as well as the wages of their regular assignment for each day they were not required to work.

This claim is without foundation. The grievors did receive the agreed notice both of the abolition of their positions on December 20, and of their recall thereto on January 5. They realized that they might work from time to time during the interval. There is no suggestion that they were not called on for such work in accordance with their seniority. When work was needed on the routes they served, there would be nothing unusual in such work being assigned to them, provided they were entitled, on the basis of seniority, to be called in at all. But their performing the work of their regular routes certainly did not, in there circumstances, constitute the re-establishment of these as regular assignments for which a further notice of abolishment would be required.

The grievances are therefore dismissed.

(signed) J. F. W. WEATHERHILL
ARBITRATOR