

P&D area previously (prior to February 1st, 1979) performed by ONR Express employees is to be returned to them." The award did not, however, say more than that.

While I think that understanding of the award is correct, it did not necessarily follow that the work, if assigned to the employees concerned on their recall, would continue to be assigned to them. Subsequent events might alter the situation. Indeed, it would appear that subsequent events have altered the situation, the arrangement for pooled deliveries having been terminated by Star Transfer Limited, after the issue of the award in this case. Its work in this respect is now performed, it would appear, by Star's own employees. There has, then, been a separation of the city operations, but in a manner unfavourable to the employees in this bargaining unit. The work is no longer performed by ONR, either directly or by way of contracting-out. This development is subsequent to the events which led to the grievance, and I make no final judgment with respect to it except to say that it is a separate set of events from that dealt with in the Award.

The withdrawal of the Star Transfer work, together with what is said to be a seasonal decline in the Moosonee Express Transfer traffic left the Company with an excess of employees and has led, it is said, to the two employees in question being laid off again. This is not a question relating to the implementation of the Award, but simply involves the propriety of the employees' layoff in the circumstances which existed at that later time. It is not a question over which I have any jurisdiction in the matter now before me.

The foregoing, in my view, deals with the questions raised at the further hearing of this matter.

(signed) J. F. W. WEATHERILL
Arbitrator