

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 927

Heard at Montreal, Tuesday, April 13, 1982

Concerning

VIA RAIL CANADA INC.

and

**CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS**

DISPUTE:

Crew consist for proposed "Continental Meal Service" on Trains 14 -15 between Montreal and Halifax.

JOINT STATEMENT OF ISSUE:

On January 12, 1982, the Corporation served the Brotherhood a notice pursuant to Article 8 of the Supplemental Agreement governing Job Security – Technological, Operational, Organizational changes, of its plans to introduce a "Continental Meal Service" on Trains 14 - 15, effective April 15, 1982. The notice included details on the reductions in staff as a result of the change.

The Brotherhood submitted a grievance, contending that the planned change did not represent a change in standards of service or equipment, and that the proposed level of crewing would constitute a violation of Article 23.2. Consequently, the Brotherhood requested that the Corporation cancel the "Article 8" notice.

The Corporation has maintained that the planned "Continental Meal Service" is a new standard of service, within the context of Article 23.3, and that, accordingly, the levels of crewing provided in that Article do not govern.

The Corporation has declined the grievance through all steps of the grievance procedure.

FOR THE BROTHERHOOD:

(SGD.) J. D. HUNTER
NATIONAL VICE-PRESIDENT

FOR THE CORPORATION:

(SGD.) A. D. ANDREW
SYSTEM MANAGER, LABOUR RELATIONS

There appeared on behalf of the Corporation:

| | |
|----------------|--|
| A. D. Andrew | – Director, Labour Relations, VIA Rail, Montreal |
| M. Cahill | – Manager, Service Design, VIA Rail, Montreal |
| D. Carmichael | – Manager, On-Board Services, VIA Rail, Moncton |
| D. J. Matthews | – Manager, Human Resources, VIA Rail, Moncton |

And on behalf of the Brotherhood:

| | |
|--------------|-------------------------------------|
| W. C. Vance | – Regional Vice-President, Moncton |
| K. Sing | – Local Chairman, Halifax |
| G. Thivierge | – Regional Vice-President, Montreal |
| L. Kiley | – Local Chairman, Montreal |
| R. Ougler | – President, Montreal |

AWARD OF THE ARBITRATOR

Article 23.2 of the Collective Agreement is as follows:

23.2 As long as the present standards of services and equipment are maintained, the minimum number of employees will be as follows:

| | |
|------------------------------------|-------------|
| 30 chair Dining Car | 5 employees |
| 36-40 chair Dining Car..... | 7 employees |
| 48 chair Dining Car | 8 employees |
| Dinette Cars..... | 5 employees |
| Cafeteria Cars..... | 3 employees |
| Cafe Parlor Cars | 3 employees |
| Sleeper Grill Cars..... | 2 employees |
| Parlor and Buffet Parlor Car | 1 employee |
| Coach and Club Lounge Car | 1 employee |

That Article sets minimum staffing requirements which the Company is obliged to meet where the equipment referred to is used. Those requirements are to be effective “as long as the present standards of services and equipment are maintained”.

In the instant case the Company has instituted, or proposes to institute certain changes in dining car service on trains 14 and 15. These changes, in the Company’s view, are such that the “present standards of services” referred to in Article 23.2 will no longer be maintained. The Company therefore gave notice pursuant to Article 8 of the Job Security Agreement.

If the Company was wrong in this conclusion, then there would be no occasion to alter the staffing of the equipment in question, and the Article 8 Notice ought not to have been given. On the material before me, however, it is my conclusion that the Company was correct. The proposed standards of dining car service are substantially different from those previously in effect. It is not simply a question of substituting one menu item for another, but rather one of radically altering methods of taking orders, preparing and serving meals and carrying out the related tasks. The result will be that the meal-service tasks required in the future can be accomplished by a smaller staff than was required to accomplish the meal-service tasks formerly required. It may be (the matter is quite distinct from that before me) that the descriptions of the remaining jobs will be altered. For the purposes of this case, it is sufficient to say that the changes in dining car service are substantial and not superficial, and that the “present standards of services” in this instance will no longer be maintained. Thus, the Company acted properly in issuing the Article 8 notice.

For the foregoing reasons, the grievance is dismissed.

(signed) J. F. W. WEATHERILL,
ARBITRATOR