

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 1058

Heard at Montreal, Tuesday, April 12th, 1983

Concerning

### CANADIAN PACIFIC LIMITED

and

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

#### DISPUTE:

The Union contend that Miss A. Wilson's position was relocated as per an Article 8 notice of the Job Security Agreement. Therefore, the position should not have been bulletined.

#### JOINT STATEMENT OF ISSUE:

The Union claim that due to a notice served under Article 8 of the Job Security Agreement in the relocation of the Drake Street Shops, Vancouver to Coquitlam, that Miss A. Wilson was entitled to relocate to Coquitlam without any changes in the position and that the issuing of the bulletin of the position held by Miss Wilson was a violation of the agreement. Therefore, requested that Miss Wilson revert to her former position, and should there be a loss in salary, A. Wilson to be reimbursed.

The Company declined the request.

#### **FOR THE BROTHERHOOD:**

**(SGD.) P. ROUILLARD**

FOR: SYSTEM GENERAL CHAIRMAN

#### **FOR THE COMPANY:**

**(SGD.) L. A. HILL**

GENERAL MANAGER, OPERATION AND MAINTENANCE

There appeared on behalf of the Company:

F. R. Shreenan – Assistant Supervisor, Labour Relations, Vancouver  
P. E. Timpson – Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

R. Welch – System General Chairman, Vancouver  
M. Krystofiak – Vice General Chairman, Calgary

## **AWARD OF THE ARBITRATOR**

Article 23.10 of the collective agreement provides that a position will be bulletined if there is (*inter alia*), a change in location of the position. In the instant case there was a change in location. The collective agreement therefore required that the grievor's job be bulletined. It was, and was taken by a senior employee – although the grievor went to another position at the new location with no change in rate of pay.

The relocation of the grievor's position was one of a number of moves covered by the "Article 8" notice given by the Company. The effect of such notice is to permit the negotiation of various matters in connection with an operational change. Among the matters which might be negotiated, it seems, would be the right of employees to "follow their jobs". That has been done in many cases, but it was not done in this case. No such negotiations were held. Nothing impeded the regular effect of the collective agreement provisions. It would appear that the Local Chairman reminded the Company of article 23.10, but that of course was not any sort of "special agreement", it was simply the enforcement of the collective agreement as it stood.

There was no violation of either the Job Security Agreement or the Collective Agreement, and the grievance must therefore be dismissed.

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