



## **AWARD OF THE ARBITRATOR**

Based on the uncontradicted material contained in the parties' briefs the CBRT&GW's status to contest the contracting out arrangement affecting employees of the merged Company (i.e., CN Route Inc.) pursuant to Appendix X of agreement 5.1 ceased upon its loss of bargaining rights arising out of the CLRB order.

Those employees' entitlements, inclusive of their job security, were thereafter governed by the collective agreement entered into between CN Route Inc. and the IBT. And, from the perspective of those employees they did not lose work. What they may have lost by virtue of the CLRB order is accrued benefits that had been hitherto earned under agreement 5.1.

The Trade Union has in effect argued that the work in question, by operation of agreement 5.1, continued to belong to employees who are represented under the scope clause of that agreement. That may very well be the case in the event that upon termination of the contracting out arrangement the work in question reverts back to the Company. And, in that instance, **CROA 713**, in future, may have some relevance should the contracting out of work recur.

But in the circumstances of this case the Trade Union has in effect argued that the order of the CLRB terminating its bargaining rights with respect to the employees of CN Route Inc., has operated to rescind the existing contracting out arrangement between CN Rail and the merged Company.

This assertion can be supported neither by the evidence nor by law.

The CBRT&GW's efforts to invoke Appendix X of agreement 5.1 to support its claim must be concluded to be without merit.

The grievance is accordingly denied.

**(signed) DAVID H. KATES**  
**ARBITRATOR**