

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1611

Heard at Montreal, Thursday, January 15, 1987

Concerning

BULK SYSTEMS (A DIVISION OF CP EXPRESS & TRANSPORT / CP TRUCKS)

and

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

EX PARTE

DISPUTE:

Concerns the Brotherhood's position that all mileage-rated bulletins show the "Rest Days" as outlined in Article 13.14 of the Bulk Systems Collective Working Agreement.

BROTHERHOOD'S STATEMENT OF ISSUE:

For the past number of years, the Company has bulletined mileage-rated positions with the words "as assigned" shown next to "Rest Days" on standard bulletins illustrated in Article 13.14 of the Bulk Systems Collective Working Agreement.

The position of the Union is that in keeping with Article 13.14 of the Bulk Systems Collective Working Agreement, on standard form of bulletins and awards, that the actual days of rest must be shown on all bulletins which includes mileage-rated positions.

The position of the Company is that on the basis of past practice that the words "as assigned" will continue to be shown on mileage-rated bulletins and awards next to "Rest Days".

The relief requested is that all mileage-rated positions in future show the actual days of rest next to "Rest Days" as required by Article 13.14 of the Bulk Systems Collective Working Agreement.

FOR THE BROTHERHOOD:

(SGD.) J. J. BOYCE

GENERAL CHAIRMAN, SYSTEM BOARD OF ADJUSTMENT 517

There appeared on behalf of the Company:

B. D. Neill – Director, Labour Relations, CP Trucks, Toronto
G. E.D. Lloyd – Vice-President & General Manager, Bulk Systems, Burnaby
B. F. Weinert – Manager, Labour Relations, CPE&T, Toronto

And on behalf of the Brotherhood:

J. J. Boyce – General Chairman, Toronto
M. Gauthier – Vice-General Chairman, Montreal

AWARD OF THE ARBITRATOR

The Union seeks to require the Company to give employees notice of their rest days according to a regular, prearranged schedule. The material establishes, however, that the nature of the Company's business is unpredictable from day to day. In recognition of that reality the parties have agreed to the operation of the Company on a spareboard basis. This is specifically reflected in the language of Article 28.19 of the Collective Agreement. (See **CROA 1610**).

The Collective Agreement must be construed as a rational whole. In these circumstances, the Arbitrator cannot conclude that the practice of the Company of noting rest days "as assigned" is in any way inconsistent with the understanding of the Parties or the bulletin requirements of Article 13 of their Collective Agreement. For these reasons the grievance must be dismissed.

(Sgd) MICHEL G. PICHER
ARBITRATOR.