

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 2523

Heard in Montreal, Wednesday, 14 September 1994

concerning

**CANPAR**

and

**TRANSPORTATION COMMUNICATIONS UNION**

**EX PARTE**

### **DISPUTE:**

The Company's failure to comply with the collective agreement and provide the senior qualified employees with the available work.

### **UNION'S STATEMENT OF ISSUE:**

The Union argued during the grievance procedure that our claim should be honoured given the current language within the collective agreement.

The Union contends that similar matter was settled in favour of the Union in CROA Case Nos. 1792 and 1793 and asserts that the awards carry the stipulation that the arbitrator "retains jurisdiction in the event of any dispute between the parties ...".

The Union requests the arbitrator impose a monetary settlement to all affected CanPar employees during the period of December 24th, 1993 onward because the Company failure to comply with the past awards and the collective agreement and the past awards.

The Company has denied the Union's request.

### **FOR THE UNION:**

**(SGD.) D. E. GRAHAM**

for: EXECUTIVE VICE-PRESIDENT

There appeared on behalf of the Company:

M. D. Failes – Counsel, Toronto  
P. D. MacLeod – Director, Terminal, Toronto  
D. Dobson – Area Supervisor, Vancouver

And on behalf of the Union :

D. Wray – Counsel, Toronto  
D. Graham – Division Vice-President, Regina  
A. Kane – Local Protective Chairman, Vancouver

**AWARD OF THE ARBITRATOR**

This arbitration concerns a policy grievance which is identical, in respect of the facts giving rise to it and the merits of the parties' positions, to the individual grievances dealt with by the Arbitrator in **CROA 2522**. For the reasons related in that award the policy grievance is hereby dismissed.

16 September 1994

**(signed) MICHEL G. PICHER**  
ARBITRATOR