

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2524

Heard in Montreal, Wednesday, 14 September 1994

concerning

CANPAR

and

TRANSPORTATION COMMUNICATIONS UNION

EX PARTE

DISPUTE:

A matter involving claim for all wages lost by CanPar employees due to the Company's violation of Articles 5.2.12 and 5.3.6 of the current collective agreement.

UNION'S STATEMENT OF ISSUE:

The Union, during the grievance procedure, raised the cogent argument that its position should logically succeed given the current language in the collective agreement.

The Union contends that this matter was before the Arbitrator on Wednesday, June 15, 1988 under CROA Case Nos. 1792 and 1793, and asserts that the written awards carry the stipulation that the arbitrator "... retains jurisdiction in the event of any dispute between the parties ...".

The Union seeks a declaration from the Arbitrator imposing monetary compensation to all affected CanPar employees during the period of December 24th, 1992 onward because of the Company's violation and failure to adhere to these past awards, and their current violation of these said provision of the collective agreement.

The Company to date has declined the Union's request for payment to employees affected by this violation of the collective agreement.

FOR THE UNION:

(SGD.) M. W. FLYNN

for: EXECUTIVE VICE-PRESIDENT

There appeared on behalf of the Company:

M. D. Failes – Counsel, Toronto
B. F. Weinert – Director, Labour Relations, Toronto

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

The facts of the instant case are substantially the same as those discussed in **CROA 2522** and **2523**, save that the instant matter concerns a policy grievance filed on behalf of both drivers and warehouse employees in relation to a separate layoff of employees in the Christmas and New Years' period of 1992-1993. For the reasons related in the above-noted awards, the Arbitrator is satisfied that the Company did not violate the layoff and recall provisions of the collective agreement, or the provisions relating to the bulletining of positions. The grievance must therefore be dismissed.

16 September 1994

(signed) MICHEL G. PICHER
ARBITRATOR