

complement of employees will, as a result, be available as a benchmark of evidence, in the event of any dispute in the future with respect to any alleged indirect violation of article 20.1 of the collective agreement. To put the matter clearly, if the Company should seek to downsize the complement of bargaining unit employees at the Montreal Intermodal facility in circumstances where there has been no meaningful change in cargo volumes, in the future, it will bear an onus to justify such action should the Union allege that it has in fact pursued a transparent scheme to avoid the application of article 20.1 of the collective agreement.

This matter is therefore remitted to the parties for implementation of the notice period and the providing of data, as directed above.

July 12, 1996

(signed) MICHEL G. PICHER
ARBITRATOR