

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2761

Heard in Montreal, Thursday, 11 July 1996

concerning

VIA RAIL CANADA INC.

and

UNITED TRANSPORTATION UNION

DISPUTE:

Concerning the requirement to serve a notice pursuant to Article 70 of Collective Agreement No. 12 due to the rerouting of Trains 11/12 operating between Montreal-Halifax, effective 23:59, December 16, 1994.

JOINT STATEMENT OF ISSUE:

Following the sale and abandonment by CP Rail of its railway line between Sherbrooke(Quebec) and Saint John, (New Brunswick), VIA Rail announced the rerouting of passenger trains 11/12 running between Montreal-Halifax, effective 23:59, December 16, 1994.

Bulletin No. 200-7-T was issued advising employees home terminalled at Moncton that three (3) regular positions on the assignments they held on trains operating between Moncton and Saint John were abolished and replaced with three (3) regular positions operating between Moncton and Campbellton.

The Union maintains the Corporation ought to have issued a material change notice.

The Corporation declined the Union's contention.

FOR THE UNION:

(SGD.) R. LABEL
GENERAL CHAIRMAN

FOR THE CORPORATION:

(SGD.) K. W. TAYLOR
**FOR: DEPARTMENT DIRECTOR, LABOUR RELATIONS &
HUMAN RESOURCES**

There appeared on behalf of the Corporation:

E. J. Houlihan – Senior Officer, Labour Contracts, Montreal
M. Tessier – Acting Chief of Transportation, Montreal
J. C. Trenier – Witness

And on behalf of the Union:

M. P. Gregotski – General Chairperson, Fort Erie
W. G. Scarrow – General Chairperson, Sarnia
G. Bird – Vice-General Chairperson, Montreal
R. Skilton – Local Chairperson, Toronto

AWARD OF THE ARBITRATOR

Upon a review of the material filed the Arbitrator is satisfied that the Union is correct in its position that the abolishing of the Moncton to Saint John assignments, by reason of the rerouting of train 11/12 from Montreal to Halifax, which previously ran via Sherbrooke and Saint John, does constitute a material change in working conditions within the meaning of article 70 of the collective agreement. I am further satisfied that the change so implemented did have an adverse effect on employees. Indeed, it is not disputed that in the case of one employee it resulted in a substantial reduction in his earnings, and his ultimate displacement from the service of the Corporation.

The grievance is therefore allowed. The Arbitrator finds and declares that the Corporation was required to apply the provisions of article 70 of the collective agreement, and directs the Corporation to so comply, and to enter forthwith into the process of negotiations and other procedures, if necessary, contemplated by that article.

July 12, 1996

(signed) MICHEL G. PICHER
ARBITRATOR