

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 3143

Heard in Montreal, Thursday, 14 September 2000

concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS (UNITED TRANSPORTATION UNION)

EX PARTE

DISPUTE – COUNCIL :

Recognizing the material change in working conditions and adverse effects caused by the abolishment of four (4) traffic coordinator positions at Clover Bard Yard, Edmonton.

DISPUTE – COMPANY :

Grievance concerning the alleged violation of article 22.1 of Agreement 4.2 as a result of the abolishment of four traffic coordinator positions at Clover Bar, Edmonton Terminals.

COUNCIL'S STATEMENT OF ISSUE:

In August of 1999, Company officials advised the Union that four traffic coordinator positions at Clover Bar were to be abolished. The Union very clearly stated that the abolishment of these positions constituted a material change in working conditions and, as such, proper notice must be served and negotiations to take place to mitigate the effects of this material change prior to the abolishment of the positions.

The positions were abolished in August of 1999, without negotiations having taken place. The work formerly being performed by the traffic coordinators was performed thereafter by management personnel and by another bargaining unit.

The Union contends that the Company has violated the collective agreement by failing to negotiate mitigation of the effects of this material change in working conditions prior to implementation, and by reassigning the work to management and another bargaining unit. The Union requests that the four traffic coordinator positions be reinstated and that all employees adversely affected by the abolishment of these positions be fully compensated and made whole for their losses.

The Company is unwilling to mitigate the adverse effect caused by the abolishment from the date the positions were abolished.

COMPANY'S STATEMENT OF ISSUE:

On approximately August 21, 1999, the Company abolished the four traffic coordinator positions at Clover Bar. The Company did not serve a notice of material change pursuant to article 22 of agreement 4.2.

The Union contends that the abolishment of these assignments constitutes a material change in working conditions as outlined in article 22 of agreement 4.2 and that the Company has violated the collective agreement by

failing to negotiate mitigation of the alleged material change in working conditions prior to implementation, and by reassigning the work to management and another bargaining unit.

The Union requests that the four traffic coordinator positions be reinstated and that all employees adversely affected by the abolishment of these positions be fully compensated and made whole for their losses.

The Company maintains that the abolishment of these assignments does not constitute a material change pursuant to article 22 of agreement 4.2, but rather these job abolishments occurred as a result of a downturn in workload, fluctuations in traffic as well as the traditional reassignment of work or other normal changes inherent in the nature of the work in question, as outlined in article 22.1(k) of agreement 4.2.

The Company further maintains that the work in question has not been reassigned to management personnel or another bargaining unit.

FOR THE COUNCIL:

(SGD.) R. A. HACKL
FOR: GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) S. J. BLACKMORE
FOR: VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

S. J. Blackmore	– Labour Relations Associate, Edmonton
R. Valliere	– Terminal Superintendent, Edmonton
L. Rea	– Transportation Officer, Edmonton

And on behalf of the Council:

R. A. Hackl	– Vice-General Chairman, Edmonton
B. J. Henry	– General Chairman, Edmonton
W. G. Scarrow	– Vice-President, UTU, Ottawa

AWARD OF THE ARBITRATOR

The circumstances of the instant case are not substantially different from those considered in **CROA 3142**, relating to the simultaneous abolishment of four traffic coordinator assignments in the East Tower of Walker Yard. The instant dispute concerns the abolishing of four traffic coordinator positions at Clover Bar Yard, Edmonton as announced at a meeting with the Council on August 12, 1999.

The material before the Arbitrator confirms that the Company had previously abolished three yard assignments in Clover Bar, as well as five yard assignments co-ordinated by the West Tower traffic coordinator in Walker Yard, effective June 4, 1999. That change allowed the Company to transfer the work previously performed by the traffic coordinator at Clover Bar to the West Tower traffic coordinator in Walker Yard. The Arbitrator is satisfied that the reduction in yard assignments at both locations, coupled with the ability of the West Tower traffic coordinators to oversee operations at Clover Bar, in part through television cameras and the use of remote fax machines, and the improved efficiencies of existing computer software, made the change possible. Further, a general reduction of yard assignments throughout the Edmonton locations, including Walker Yard, allowed for the transfer of traffic coordinator work from Clover Bar Yard to both the West Tower traffic coordinators and the hump traffic coordinators in Walker Yard. The more efficient block marshalling of trains out of Symington Yard also contributed to the efficiencies in traffic movement and the overall reduction in yard assignments which made the change possible.

A number of prior awards of this Office have acknowledged that reductions and changes in assignments, and resulting efficiencies do not necessarily constitute material change (e.g., **CROA 284, 316, 1167, 2070 and 2893**).

One complicating factor in the case at hand arises from the fact that train movement clerks, employees of another bargaining unit, were used on a transitional basis, particularly at the commencement of the adjustment, to convey yarding and switching directions to yard crews. The Company does not deny that they were, to some extent, then performing portions of traffic coordinators' duties. On the evidence before the Arbitrator that situation was transitional and did not represent the permanent change which the Company sought to achieve, and in the end did

achieve. There does not appear to be any dispute that at present all yard assignments at Clover Bar are directly overseen by the West Tower traffic coordinators.

In the result, the Arbitrator is satisfied that what the evidence discloses is an adjustment in operations in the Clover Bar Yard whereby the traffic coordinators' work, the volume of which has been substantially reduced, could be more efficiently assigned to traffic coordinators located elsewhere in Walker Yard. That change is, in the Arbitrator's view, a "traditional reassignment of work ... inherent in the nature of the work in which employees are engaged" within the meaning of article 22.1(k) of the collective agreement. It is not, therefore, a material change.

The grievance must therefore be dismissed.

September 18, 2000

(signed) MICHEL G. PICHER
ARBITRATOR