CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 689

Heard at Montreal, Wednesday, November 15,1978

Concerning

CANADIAN PACIFIC TRANSPORT COMPANY LIMITED

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

DISPUTE:

Claim of Messrs. Eldridge, Newbiggin, Mitchell and St. Hilaire that the Company violated the Job Security Agreement.

JOINT STATEMENT OF ISSUE:

On May 10th, 1978, C.P. Transport issued a notice pursuant to Article 15.9 of the collective agreement to the grievors cancelling their positions effective May 15th, 1978.

The Union grieved claiming a three months' notice, pursuant to Article 8.1 of the Job Security Agreement was required.

The Company denied the claim.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) R. WELCH	(SGD.) C. C. BAKER
SYSTEM GENERAL CHAIRMAN	MANAGER, LABOUR RELATIONS AND PERSONNEL

There appeared on behalf of the Company:

C. C. Baker – Manager, Labour Relations & Personnel, Vancouver
S. J. Samosinski – Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

R. Welch – System General Chairman, Vancouver

AWARD OF THE ARBITRATOR

The grievors are Warehousemen, and when their positions were abolished the result was that only one Warehouseman (who also performed certain Lead Hand duties) remained at work at Winnipeg. Work which had formerly been performed by the grievors and, in part, by employees classified as Warehousemen-Drivers or as Warehousemen-Drivers (Tractor) was now performed by the latter classifications and by the one remaining Warehouseman.

The question in issue is whether the abolition of the four Warehouseman positions was an "operational or organizational change" of the sort contemplated by Article 8 of the Job Security Agreement, and for which notice under that agreement ought to have been given.

The abolition of a position is in a narrow sense a "change of operations", but such a change is not necessarily an "operational" change of the sort referred to in Article 8 of the Job Security Agreement. For one thing, the collective agreement itself contemplates reductions of staff for which certain relatively short periods of notice must be given. Article 15.9 of the collective agreement provides for such reductions, and that article was followed by the Company in this case. Secondly, by Article 8.7 of the Job Security Agreement, the terms "operational and organizational change" are expressly declared not to include "changes brought about by fluctuation of traffic".

In the instant case, as in **Cases 228, 272** and **316**, to which the Company referred, there has been, I find, a "fluctuation of traffic" within the meaning of Article 8 of the Job Security Agreement, so that the abolition of the positions in question cannot be said to be an operational or organizational change requiring the special notice. At the time the positions were abolished, there had been a substantial reduction in the volume of traffic handled. It was not, because of the nature of the duties involved, feasible for the Company to reduce its Driver assignments, although with the abolition of the Warehouseman positions, Drivers were called on to spend a greater proportion of their time working in the warehouse. These changes were simply in response to changes in volume of traffic, and did not in themselves constitute any underlying "operational or organizational change" within the meaning of the Job Security Agreement.

In the instant case, as in the cases cited, there was simply no longer a need for certain work to be performed. There was not the occasion for the giving of notice under the Job Security Agreement. Accordingly, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR