

IN THE MATTER OF A MEDIATION/ARBITRATION

BETWEEN:

CANADIAN PACIFIC LIMITED
(CANADIAN PACIFIC RAILWAY)

(the "Employer")

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA, LOCAL 101)

(the "Union")

(97ARB/07 - Grievance concerning the contracting out of tri-level
cars from Weston Car Shop to SRS of St. Louis, Missouri)

MEDIATOR/ARBITRATOR:

Vincent L. Ready

COUNSEL:

Ken Webb, Manager, Labour Relations
Dave Guerin, Manager, Labour
Relations - Mechanical
for the Employer

Brian R. McDonagh, National Rep
Dennis Cross, President
Glenn Michalchuk, Vice-President,
Prairie Region
for the Union

HEARING:

August 10, 1997
Vancouver, B.C.

PUBLISHED:

September 4, 1997

The Union filed the following statement of fact and statement of issue:

Statement of Fact:

In November, 1995 the Union was informed of the contracting out of 30 tri-level cars to SRS of St. Louis, Missouri. The work was to be performed at Weston Car Shop.

Statement of Issue:

By contracting out the work, the Company was in violation of Rule 53.

The Employer maintains that there has been no violation of the Collective Agreement and that the A.A.R. pooled work in question has not traditionally been performed by carmen in CPR shops. Additionally, the Company maintains that this type of work could not be performed at any other facility in Canada after the closure of the Weston Car facility.

Having carefully considered the parties' respective submissions, I determine that the Employer violated Rule 53 of the Collective Agreement. The Union's case must succeed as the Employer neither gave the requisite notice to the Union, nor could it establish that the contracting out in question fell within one of the exceptions contained in Rule 53.1(i) to (vi). Finally, there were no "time constraints and circumstances"

preventing the Company from having given the appropriate notification.

Rule 53.5 is a substantive provision setting out a number of mandatory obligations. The consequences of the Employer's breach is that the Union was denied any opportunity to provide alternatives to the contracting out.

Having found a violation of Rule 53.5, I direct the parties to comply with the provisions of that Rule. Further, I remit particular remedial matters, if any, back to the parties for resolution and retain the necessary jurisdiction to deal with this or any other matter that may arise out of this grievance.

It is so awarded.

Dated at the City of Vancouver in the Province of British Columbia this 4th day of September, 1997.



Vincent L. Ready