

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 78

Heard at Montreal, Monday, September 11th, 1967

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

Refusal of the Company to appoint a B&B Foreman to supervise certain employees at Central Station, Montreal.

JOINT STATEMENT OF ISSUE:

The Company has refused to establish a position of Bridge and Building Foreman to supervise the activities of certain employees headquartered at and working out of Central Station, Montreal, Que. and Brotherhood claims that the Company has thereby violated Sections 14 and 20 of Wage Agreement No. 14.

FOR THE EMPLOYEES:

(SGD.) J. E. ROY
SYSTEM FEDERATION GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) E. K. HOUSE
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

A. J. Del Torto – Labour Relations Assistant, Montreal
W. H. Barton – Labour Relations Assistant, Montreal

And on behalf of the Brotherhood:

H. J. Hennessey – System Federation General Chairman, Ottawa

AWARD OF THE ARBITRATOR

This problem resolves itself into what constitutes a Bridge and Building Gang.

Composition of B&B Gang:

A bridge and building gang will be composed of:

1. Foreman.
2. Carpenters, who shall be skilled mechanics in house or bench work, and have a proper kit of Carpenter's tools.
3. Bridgemen, who shall be rough carpenters, expert saw, axe and hammer men, and have a general experience in bridge work.
4. Bridge and building gang labourers, who shall be strong, handy men, and who shall perform such work as may be assigned to them.

It was the contention of the representative of the Brotherhood that by the Company placing a supervisor from the Real Estate Department to direct the work of Maintenance of Way employees, it was in violation of Section 14 of the Agreement. It reads:

14. Except in cases of emergency or temporary urgency, employees outside of the maintenance of way service shall not be assigned to do work which properly belongs to the Maintenance of Way Department, nor will maintenance of way employees be required to do any work, except such as pertains to his division or department of maintenance of way service.

It was further contended that the maintenance staff is indisputably composite bridge and building gang; the only classification lacking being that of Bridge and Building Foreman. It was urged that employees in this gang must be supervised by a Foreman covered by the Agreement and not by an employee from another department or some person outside the scope of the Agreement.

No evidence was offered to refute that given by the Company as to the exact composition of the staff concerned and how they are presently supervised. This showed that the employees in question work at various locations in the City of Montreal, namely, the Central Station, Six Viaduct Blocks, Bonaventure Building and Montfort Street Garage.

The supervisors who exercise supervisory functions over the group of employees referred to are as follows:

	General Foreman	
Foreman Electrical Maintenance	Foreman General Maintenance	Foreman Pipefitting Maintenance
3 Assistant Foremen	2 Assistant Foremen	2 Assistant Foremen

The Foreman and Assistant Foremen thus described were said to be non-schedule. The employees for whom the Brotherhood requests a bridge and building Foreman report to the two Assistant Foremen in the General Maintenance Group.

Again no evidence was offered to refute the statement that the classifications performing maintenance in such group with union affiliation or non-schedule, are as follows:

5 Painters	Brotherhood of Maintenance of Way Employees
3 Plumbers	Brotherhood of Maintenance of Way Employees
1 Sign Writer	Non-Schedule
1 Painter	Brotherhood of Railroad Carmen of America
4 Cabinet Makers	Brotherhood of Maintenance of Way Employees
2 Carpenters	Brotherhood of Maintenance of Way Employees
1 Plasterer	Brotherhood of Maintenance of Way Employees
2 Helpers	Brotherhood of Maintenance of Way Employees
3 Tinsmiths	Brotherhood of Maintenance of Way Employees

As can be seen by this description, only one of these classifications namely, Carpenter, is to be found among those employed in the Group at Central Station.

It was contended that the cabinet makers in the group, although Carpenters by trade, are highly-skilled craftsmen and form no part of a B&B Gang. The list of pay for these workmen is also higher than any other classification listed in Section 20.

It was further contended that the employees in question do not function as "a gang". Although technically headquartered in Central Station, they are assigned singly, in pairs, or as required to scattered locations around the City in the buildings previously described.

It should be obvious that Section 20 does not require the appointment of a foreman to supervise two carpenters. Under that provision such an appointment is only necessary when an actual gang, as therein described is in existence.

This finding would also answer the suggestion that Section 14 of the Agreement is being violated by the non-appointment of a B&B Gang Foreman. The only work within the scope of a B&B Foreman is that outlined in Section 20. Manifestly, that is not the work of the employees in question.

For these reasons this application is denied.

(signed) J. A. HANRAHAN
ARBITRATOR