

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 117

Heard at Montreal, Tuesday, September 10th, 1968

Concerning

CANADIAN NATIONAL RAILWAYS

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

DISPUTE:

The Brotherhood claims that the Company violated Article 2.1 of Agreement 5.1 when it abolished positions classed as Car Checker at Toronto, Ontario, and assigned the duties of the Car Checker to Yardmasters.

JOINT STATEMENT OF ISSUE:

On November 14, 1967 the Superintendent of the Toronto Yard issued a circular letter informing the employees that effective November 16, 1967 Car Checkers' assignments at the East and West Control Towers on the 8:00 a.m. to 4:00 p.m. shift would be abolished and that Yardmasters would be responsible for correcting "cut lists", work usually performed by Car Checkers.

The Brotherhood protested the action of the Company and requested that the instructions be rescinded and that the positions of Car Checker be re-established.

FOR THE EMPLOYEES:

(Sgd.) J. A. PELLETIER
EXECUTIVE VICE-PRESIDENT

FOR THE COMPANY:

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

There appeared on behalf of the Company:

D. O. McGrath – Labour Relations Assistant, Montreal
B. Buchanan – Trainmaster – Road Foreman, Toronto

And on behalf of the Brotherhood:

J. A. Pelletier – Executive Vice President, Ottawa
F. C. Johnston – Regional Vice President, Toronto
J. Hunter – Local Chairman, Toronto
T. Illingworth – President Local 216, Toronto

AWARD OF THE ARBITRATOR

The classification of car checker is one of those covered by collective agreement 5.1 in effect between these parties. It is acknowledged that it is within the company's discretion whether or not to employ car checkers at any time. Where, however, any person is employed as a car checker, then that employment is subject to collective agreement 5.1. As the joint statement of issue makes clear, this dispute arises from the assignment of certain work usually performed by car checkers to yardmasters, who are not subject to this collective agreement.

The work in question is the correction of "cut lists", which are IBM listings of cars on each classification track in the yard. These lists are prepared with respect to outbound traffic, and it was the duty of the car checker, posted in the control tower, to check the numbers of the passing cars against the cut list, and to record discrepancies. Paragraph 11 of the company's submission contains the statement "the checking of cut lists against cars is not work normally performed by a Car Checker". This statement is contradictory of the statement in the joint statement of issue, that the correcting of cut lists is "work usually performed by Car Checkers" In fact, the work has been performed by car checkers since the opening of the electronic jump yard at Toronto, early in 1965. It must be my conclusion that work of this sort has properly and normally been assigned to persons classified as car checkers. This conclusion, however, is not decisive of the issue, which is the propriety of assigning the work to persons other than car checkers.

The work of checking cars against cut lists is not the only work properly assigned to car checkers. Indeed, it is only in the electronic hump yards that cut lists of this sort are used. The traditional duties of car checkers include the "physical" checking of cars in yards (for example, by walking the length of a train) the recording of numbers on the proper forms, labelling of cars, and the preparation of routine yard reports. An employee engaged full time on this sort of work would be a car checker, and would be subject to collective agreement 5.1.

At the electronic hump yard in Toronto, car checkers were assigned to the east and west control towers for the purpose of correcting cut lists. These assignments were in addition to other car checker assignments throughout the yard. On July 31, 1966, car checkers' assignments in the control towers at Toronto were abolished for Sundays and Mondays. On November 16, 1967, such assignments were abolished for the 8:00 a.m. to 4:00 p.m. shift. It would appear that car checking continues to be performed in the yard, although that is not material to this case. The function of correcting cut lists, however, has been assigned to yardmasters.

The responsibility of yardmasters includes the correct marshalling of trains and ensuring that cars scheduled to leave the yard are included in the proper train. The correction of cut lists is work apparently coming within this area of responsibility. It appears, therefore (although this point is not before me for decision) that the work of checking cut lists may properly be assigned to yardmasters. That is, this particular task may properly come within the work of either a car checker or a yardmaster. It would not be exclusive to either of these classifications, although if an employee were engaged full time on such work, it would be clear that he was a car checker, not a yardmaster. If it were determined that this work was not properly assigned to yardmasters, then the company would be forced to decide on the procedure for correcting cut lists, or whether it wanted the work performed at all. If it was then performed, it would seem that only a car checker could perform it.

The company's action of November 16, 1967, was based on the determination that it did not require the services of a car checker in the control towers at Toronto on the 8:00 a.m. to 4:00 p.m. shift, The work of correcting cut lists was assigned to yardmasters as a part of their regular duties. The performance of this particular task did not mean that the yardmasters had become car checkers. Rather, yardmasters correct cut lists as an incidental part of their work as yardmasters. Had the amount of work involved in correcting cut lists been such as to require the full-time services of an employee, then that employee would be a car checker. Such, however, is not the case before me.

For the foregoing reasons I cannot conclude that the company committed any breach of the collective agreement in assigning the work of correcting cut lists to yardmasters in the control towers at Toronto.

Accordingly, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR