

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 329

Heard at Montreal, Tuesday, December 14, 1971

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

**CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS**

DISPUTE:

The Brotherhood claims that the Company violated the provisions of a Memorandum of Agreement dated July 18, 1966.

JOINT STATEMENT OF ISSUE:

Agreement was reached on July 18, 1966 to establish a classification of Vehicle Service Clerk in the Express Service at Winnipeg to receive customer calls for the picking up of traffic and to relay these calls to motormen.

In May 1971 the Company implemented a Zone Grid Control System under which the Vehicle Service Clerk continued to receive customer calls and to relay them to a non-schedule Grid Controller who reviewed, planned and dispatched the calls to the motormen direct. The Brotherhood claimed that by this action the Company transferred work from a Vehicle Service Clerk to non-schedule supervisors and violated the agreement. They requested that this work be returned to the bargaining unit. The Company denied the claim.

FOR THE EMPLOYEES:

(SGD.) J. A. PELLETIER
NATIONAL VICE-PRESIDENT

FOR THE COMPANY:

(SGD.) K. L. CRUMP
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company.

D. O. McGrath	– System Labour Relations Officer, Montreal
A. D. Andrew	– System Labour Relations Officer, Montreal
T. E. Teixeira	– Superintendent Express, Winnipeg
R. Brooks	– Zone Supervisor, Winnipeg

And on behalf of the Brotherhood:

G. S. Jones	– Regional Vice President, Winnipeg
R. McGregor	– Local Chairman, Winnipeg
J. A. Pelletier	– National Vice President, Montreal

AWARD OF THE ARBITRATOR

As a result of certain changes instituted by the Company it appears that certain aspects of the work formerly done by Vehicle Service Clerks are now done by non-scheduled employees. It is not suggested, however, that such non-scheduled employees in fact perform such "bargaining-Unit work" to such an extent as to become themselves members of the bargaining unit, (as to this, see the remarks made in **Case No. 322**, and the cases there referred to). The Vehicle Service Clerks, it seems, continue to relay information received from customers, but they relay this information to Grid Controllers, and not to Motormen. It is the Grid Controllers, non-scheduled employees, who now communicate with the Motormen.

There has, then, been some degree of alteration in the work itself, but it may be assumed, for the purposes of this case, that this was "bargaining-unit work" and that it is now performed by non-scheduled employees. There is no provision in the collective agreement prohibiting this. The Union urges that what the Company has done is contrary to assurances set out in a letter issued by the Company's President on June 14, 1967. Perhaps it is. This letter, however, is not part of the collective agreement, and it is only in matters relating to agreement that I have any jurisdiction. In fairness, it should be added that the letter contained assurances that the "main functions" of Supervisors would not be to perform bargaining-unit work. Leaving aside that the letter relates to Supervisors as such, it has not been shown that the work in question constitutes a "main function" of the Grid Controllers.

In any event, there has been no violation of any provision of the collective agreement, and for this reason the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR