

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 381

Heard at Montreal, Wednesday, October 11, 1972

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

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

DISPUTE:

The Brotherhood contends that Article 10.2 of Agreement 5.1 was violated when the Company required an Agent-Operator to sell passenger tickets.

JOINT STATEMENT OF ISSUE:

Prior to November 30, 1971, an Agent-Operator (represented by the Transportation-Communication Division, BRAC) and a Ticket Clerk (represented by the Brotherhood) were employed at Mount Royal, Quebec. The Ticket Clerk's position was abolished on November 30, 1971, and the work of selling tickets was assigned to the Agent-Operator. The Brotherhood contends that ticket selling work is covered by their agreement and that the position of Ticket Clerk should be re-established. The Company refused to reinstate the position.

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
G. J. James	– Labour Relations Assistant, Montreal
G. A. Carra	– Regional Labour Relations Officer, Montreal
A. Aube	– Assistant Superintendent, Montreal

And on behalf of the Brotherhood:

P. E. Jutras	– Regional Vice President, Montreal
J. Quinn	– Local Chairman, Montreal
G. Thivierge	– Representative, Montreal

AWARD OF THE ARBITRATOR

As a result of the removal of the interlocking plant at Mount Royal, there was insufficient work to occupy both a Ticket Clerk and an Agent–Operator. The work remaining to be performed is, it seems, largely the sort of work normally performed by a Ticket Clerk. Such work has, however, quite properly been performed in the past by an Agent–Operator in the time available to him apart from his regular duties as such. Pursuant to the regulations of the Canadian Transport Commission, however, an Agent or Agent–Operator’s position cannot be discontinued until approval has been obtained from the Commission to close the station. Such approval had not been obtained at the times material to this grievance.

The Company, then, is required to employ an Agent or Agent–Operator at the Mount Royal station. He is employed as such by virtue of his particular qualifications, whether or not he is in fact called upon to exercise them. That he also, within the scope of his employment, performs the same sort of work as that performed by a Ticket Clerk, does not make him a Ticket Clerk, and does not bring him within the scope of Collective Agreement 5.1. Nothing in Agreement 5.1 prevents the assignment to persons in other bargaining units, or outside of any bargaining unit, of tasks which might well be performed by employees in the unit, provided that assignment does not in itself bring the person concerned within the bargaining unit: see, in this regard, **Case No. 246**. Again, as in **Case No. 375**, it must be said that the Agent–Operator was properly required to perform certain tasks which might also have been performed by a member of the bargaining unit involved in this case.

For the foregoing reasons, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR