

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1616

Heard at Montreal, Tuesday, February 10, 1987

Concerning

VIA RAIL CANADA INC.

and

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

DISPUTE:

Alleged violation of Article 16 and the spirit and intent of Appendix 6 in line with Article 11.7 (1) and Appendix 14.

JOINT STATEMENT OF ISSUE:

The Corporation issued a training bulletin on December 16, 1985 inviting employees covered by Collective Agreement No. 2 to apply for the position of Service Manager. Mr. M. Bennett, Steward, was among the applicants who applied for training but was not accepted.

The Brotherhood filed a grievance on Mr. Bennett's behalf, claiming that he had the adaptability and suitability to at least learn, whereby he had proven to have leadership ability, whereby he had previously qualified for in charge positions such as Steward, Porter in Charge and Sleeping Car Conductor and therefore in line with Article 11.7 (1) (as clarified in Appendix 14) Article 16 and Appendix 6.

The Brotherhood has further claimed that Mr. Bennett should receive Service Manager training or familiarization and be paid any loss of wages and/or benefits for all work performed from the date he would have been qualified.

The Corporation denied the Brotherhood's claims.

FOR THE BROTHERHOOD:

(SGD.) TOM MCGRATH
NATIONAL VICE-PRESIDENT

FOR THE CORPORATION:

(SGD.) A. D. ANDREW
DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Corporation:

M. St-Jules	– Manager, Labour Relations, Montreal
C. O. White	– Labour Relations Officer, Montreal
J. Kish	– Officer, Personnel & Labour Relations, Montreal
G. Roy	– Regional Manager, Montreal
G. Duncan	– Manager, O.B.S., Toronto
S. Bowra	– Employee Service Standards, Toronto

And on behalf of the Brotherhood:

T. N. Stol	– Regional Vice-President, Toronto,
M. Bennett	– Grievor

AWARD OF THE ARBITRATOR

The grievance maintains that Mr. Michael Bennett, an employee of thirty-one years service, presently classified as Service Co-ordinator in On-Board Service, was wrongfully denied the opportunity to train for the position of Service Manager,

Article 16.1 of the Collective Agreement deals with opportunities for training and provides as follows:

16.1 A training bulletin will be posted for a 15-day period in January of each year inviting applications from employees desiring to qualify for positions covered by this Agreement. Selections from applicants will be based on seniority, fitness and ability, and those selected will be required to undergo practical tests, write any rules and/or examinations required.

The material establishes that the bargaining unit structure has changed by the reduction of 14 classifications down to 7, the highest of which is the position of Service Manager. That job involves, among other things, responsibility for the supervision of all on-board service personnel. The attributes of an employee holding that position include the ability to communicate well with both passengers and crew, to plan and direct the work of other employees, and to complete necessary documentation and written reports.

The evidence establishes beyond controversy that Mr. Bennett, whose employment in On-Board Service dates from 1955, has been an extraordinary, indeed exemplary, employee. He has been commended for his good service and, it appears, has never been disciplined in his 31 years. He has successfully progressed through a number of ranks to his present position, which is effectively second-in-command in On-Board Services on the Toronto-Winnipeg train which is his regular assignment. It is fair to say that this Office has rarely seen so impressive a record of service.

At issue, however, is not the grievor's faithful discharge of the responsibilities assigned to him in the past or his overall contribution as an employee in On-Board Service. The issue is whether the Corporation has fairly assessed his fitness and ability in deciding whether he is entitled to be selected for training in the position of Service Manager at this point in time.

The material establishes that there are four steps in reaching the training stage: The review of applications, a personal interview of the applicant, closer examination of the applicant in the Corporation's assessment centre and, finally, the training itself. It is beyond dispute that the grievor, along with 79 other employees holding his prior classification of Sleeping Car Conductor and Steward, completed a full one-day program of evaluation in the management assessment centre. At the interview level a preliminary assessment is made of the employee's appreciation of a number of factors in the role of Service Manager, including customer relations, organization and planning abilities, verbal communication, interpersonal and listening skills, attitude and motivation, and sales orientation.

These characteristics are evaluated on a range of 1 to 5, corresponding to "very weak" at one end of the spectrum through "weak", "average", "very good" and "excellent", for a possible maximum of 35. Twenty-one points are required to advance to the assessment. The evidence establishes that the grievor was accorded a score of seven by the interview committee. He nevertheless was advanced to the assessment stage upon the intervention of the Union.

The assessment process consisted of a one-day evaluation process, involving individual and group exercises designed to reflect the fitness and ability of the employees in respect of the factors listed above. While the detail of that process need not be elaborated, candidates emerging from the assessment process with a global evaluation of 3 to 5 are selected for Service Manager training. Upon his assessment, Mr. Bennett received a global evaluation of 1.

It is not argued that the tests or evaluation processes employed by the Corporation are inappropriate, that they are unfair or employ factors and criteria extraneous to the duties and responsibilities of the position of Service Manager. Nor is there any suggestion that there was anything arbitrary, discriminatory or in bad faith in the assessment of Mr. Bennett. Moreover the score found on the grievor's initial assessment is not final and conclusive for all purposes. It appears that in a number of cases employees who were unsuccessful on an initial assessment were able to achieve marks in a subsequent evaluation which did qualify them for training.

In all of the circumstances, the Arbitrator can find no violation of the Collective Agreement. The Corporation has established factors and processes in the evaluation of candidates for Service Manager training which are pertinent to the identification of personal qualities essential in that position. The material discloses that these factors and criteria have been applied fairly, without bias or favouritism, and that during his last assessment Mr. Bennett did

not meet the standard established to qualify for training. The value of Mr. Bennet's outstanding service to the Corporation is not questioned, nor is the possibility of his future advancement to the position of Service Manager entirely foreclosed as a result of this single assessment.

For the foregoing reasons the grievance must be dismissed.

(Sgd.) MICHEL G. PICHER
ARBITRATOR