

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2055

Heard at Montreal, Tuesday, 9 October 1990

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

And

RAIL CANADA TRAFFIC CONTROLLERS

DISPUTE:

The alleged violation of Article 20.8 of Agreement 7.1, whereby the Company plans to transfer some of the duties performed by Transportation Operators to Rail Traffic Controllers, members of the same bargaining unit.

JOINT STATEMENT OF ISSUE:

On June 1, 1990, the Company served the Union with a notice pursuant to the provisions of Article 8.1 of the Employment Security and Income Maintenance Plan dated April 21, 1989, to abolish 3 Transportation Operators' positions, effective September 5, 1990. As a result, some of the duties assigned the Transportation Operators' positions will be transferred to positions of Rail Traffic Controllers.

The Union contends that the transfer of duties is in violation of Article 20.8 of Agreement 7.1, and requests that the duties and responsibilities of Transportation Operators not be assigned to Rail Traffic Controllers.

The Company disagrees.

FOR THE UNION:

(SGD) P. TAVES
SYSTEM GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD) W. W. WILSON
for: ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

M. M. Boyle	– Manager, Labour Relations, Montreal
S. Grou	– System Labour Relations Officer, Montreal
M. Meleskie	– Project Manager, Dispatching Systems, Montreal
A. E. Heft	– Manager, Labour Relations, Toronto
R. Morisette	– Chief Rail Traffic Controller, Toronto

And on behalf of the Union:

P. Taves	– System General Chairman, Winnipeg
J. Ruddick	– Local Chairman, Toronto
T. Sanschagrin	– System Vice-General Chairman, Montreal

AWARD OF THE ARBITRATOR

The Company has notified the Union of its intention to abolish three Transportation Operators' positions in Toronto, Ontario. It is common ground that the following functions previously falling under the responsibility of the Transportation Operators will be transferred to the duties of the Rail Traffic Controllers:

- reporting delays involving input of data into the computer, if required
- reporting certain arrival and departure times involving input into the computer, if required
- engine failure report, if required.

The Company's representative explains that the transfer of the above noted duties will be facilitated by the installing of a computer at the Rail Traffic Controllers' work stations. It does not appear disputed that all of the information which is now gathered for the reports originates with Rail Traffic Controllers who record the necessary information on preprinted forms during the course of their tour of duty. For example train delays are now recorded by Rail Traffic Controllers on a sheet dedicated to that purpose. Transportation Operators have been responsible for compiling the information on the sheets and inputting them into a computer. The proposed change, therefore, would eliminate the step of communication between the Rail Traffic Controller and the Transportation Operator, giving to the Rail Traffic Controller the function of inputting the information directly.

The Company further represents that the reporting of arrival and departure times will, generally, be generated automatically by the computer. It explains that the only time that the Rail Traffic Controller will be required to input train times manually is when the automatic reporting system fails, a circumstance that is contemplated as exceptional. The third item, the reporting of engine failures is, like the reporting of delays, presently logged by Rail Traffic Controllers and input into computers by Transportation Operators. The change, therefore, will eliminate the transfer of the information from one employee to another.

The Union bears the burden of proof in these proceedings. Its grievance turns on the application of Article 20.8 of the Collective Agreement which provides as follows:

20.8 Train Dispatchers will not be required to do clerical work that will interfere with the proper handling of their duties, nor will they be required to issue train orders to personnel who are not qualified by the Company in the Uniform Code of Operating Rules.

It cannot be disputed that the Company is entitled to assign clerical tasks to Rail Traffic Controllers. As noted above, certain such tasks have long been performed on a regular basis by Train Dispatchers. In the Arbitrator's view, what the above collective agreement provision provides is protection to the Rail Traffic Controllers against an excessive assignment of clerical tasks which will interfere with their primary responsibilities in relation to the dispatching and monitoring of train movements. In the case before the Arbitrator there is some disagreement between the parties in respect of how much time will be required for Rail Traffic Controllers to accomplish the tasks newly assigned to them in relation to keying information directly into the computer system. On the one hand the Company submits that the computer is "user friendly", with simplified commands, and that, on average, it should not require more than fifteen minutes of a Rail Traffic Controller's time over a normal tour of duty. Relying on prior time studies respecting the workload of Rail Traffic Controllers, it submits that the assignment so construed will not interfere with the ability of the Rail Traffic Controllers to perform the core functions of their job. It should be stressed, in fairness to the Company, that the fifteen minute estimate is only that, and is not posited as a maximum time period that would be permissible under Article 20.8 in all cases.

The Union expresses substantial doubt about the Company's estimates. Suggesting such factors as computer failure, the transfer of information from one Rail Traffic Controller to another as shifts succeed each other and the occasional need to conduct research to properly input information, it submits that the additional duties assigned to the Rail Traffic Controllers will be more burdensome than the Company believes.

In my view there is not sufficient material before me to allow the instant grievance. Firstly, as regards the timing of the grievance, it is not possible to assess what the real impact of the proposed changes will be, as these have not yet been put into effect. On the evidence at hand it is difficult to make a finding that the Company has or is about to require Rail Traffic Controllers to do clerical work of a nature and quantity that will interfere with their core functions. There has not yet been any implementation of the change, and there is at present no factual basis to determine that issue.

It does not appear disputed that if, as the Company suggests, the additional clerical tasks transferred to the Rail Traffic Controllers are minimal in respect of the time and attention required, no violation of the Article will be disclosed. There is, moreover, a degree of self-regulation inherent in the position advanced by the Company. Its representatives concede that no Rail Traffic Controller will be required to input information into the computer system until he or she has a reasonable period of working time in which to do so. It is therefore expected that Train Dispatchers will not divert their attention unduly from their dispatching and monitoring functions in busy periods to accomplish their computerized reporting duties.

On the basis of the material before me I must conclude that the Union has not, at this time, established a violation of Article 20.8 of the Collective Agreement. I cannot conclude, on the balance of probabilities, that the clerical work which the Company intends to assign to the three Rail Traffic Controllers at Toronto will interfere unduly with the proper handling of their core functions as Train Dispatchers. That conclusion is, of course, without prejudice to such rights as the Union may have in respect of particular cases in the future.

For the foregoing reasons the grievance must be dismissed.

12 October 1990

(Sgd.) MICHEL G. PICHER
ARBITRATOR