

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 2404

Heard at Montreal, Wednesday, 13 October 1993

concerning

**CANADIAN NATIONAL RAILWAY COMPANY**

and

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

### **DISPUTE:**

The Company's decision to decentralize data entry activities formerly performed by employees represented by the Brotherhood and which related to the reporting of Rules and Medical Updates to the Transportation Manpower Operating Systems (TMOS).

### **JOINT STATEMENT OF ISSUE:**

Effective December 1, 1988, the responsibility for the inputting of Rules and Medical updates to TMOS was decentralized from employees represented by the Brotherhood in the Crew Management Centres (CMC) to the Rules and Medical Staffs outside the CMC's. The inputting involves the data entry of information to a computer terminal as soon as an employee has successfully passed a Rules or Medical examination.

The Brotherhood contends that reporting Rules and Medical updates has always been performed by its members and that by allowing Supervisors and other non-bargaining unit employees to enter the required data, the Company is in violation of Articles 1.5 and 2.1, as well as of Appendix II of the collective agreement.

The Company disagrees with the Brotherhood's contentions.

**FOR THE BROTHERHOOD:**

**FOR THE COMPANY:**

**(SGD.) T. N. STOL**

**NATIONAL VICE-PRESIDENT**

**(SGD.) M. M. BOYLE**

**for: ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS**

There appeared on behalf of the Company:

J. Watt- System Labour Relations Officer, Montreal  
R. Paquette - Manager, Labour Relations, Montreal  
J. Bart - Manager, Labour Relations, Montreal  
M. M. Boyle - Director, Labour Relations, Montreal  
O. Lavoie - System Labour Relations Officer, Montreal  
B. A. Day-Luce - System Manager, Crew Management, Montreal

And on behalf of the Brotherhood:

G. T. Murray - Regional Vice-President, Moncton  
T. Barron - Representative

## **AWARD OF THE ARBITRATOR**

The material before the Arbitrator establishes that the inputting of rules and medical updates to the TMOS system has not traditionally been performed only by members of the bargaining unit. While that may be the case in Atlantic Canada, in other regions the inputting work has been performed by non-scheduled and supervisory staff. It appears that the central computerized system was, in fact, established so that various kinds of data inputting could eventually be done at source, rather than through pre-existing clerical channels.

As noted in **CROA 1160**, Appendix II of the collective agreement "... specifically preserves management's prerogative to continue to assign in isolated and incidental situations bargaining unit work to its supervisory staff." In the circumstances of the case at hand the Arbitrator cannot find a violation of the appendix. Nor can I find that the Brotherhood can claim an exclusive proprietary interest in the work in question, either on the basis of the collective agreement or of past practice. The definition of the term "clerk" found in article 1.5, relating as it does to an employee "who regularly devotes not less than 4 hours per day" to clerical work does not assist the Brotherhood, as the work in dispute is, by the Brotherhood's own assessment, no more than two hours per week in Atlantic Canada. In the circumstances no violation of articles 1.5 and 2.1 can be found.

For all of the foregoing reasons the grievance must be dismissed.

October 15, 1993

**(sgd.) MICHEL G. PICHER**  
**ARBITRATOR**