CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2440

Heard in Montreal, Wednesday, 12 January 1994

concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT & GENERAL WORKERS

DISPUTE:

The assignment of clean-up work performed by members of the bargaining unit at Thornton Yard to Carmen represented by another union.

JOINT STATEMENT OF ISSUE:

This grievance was initiated when Carmen at Thornton Yard Equipment Shop were assigned to perform their own clean-up work.

The Brotherhood alleges a violation of Article 2 of the collective agreement, claiming exclusive work ownership of clean-up duties, and a violation of past practice whereby clean-up work in the Shops has always been performed by Labourers and Classified Labourers. It is the Brotherhood's position that the utilization of Carmen to perform this clean-up work has resulted in the abolishment of Labourer and Classified Labourer positions.

The Company disagrees with the Brotherhood's contentions.

FOR THE BROTHERHOOD:	FOR THE COMPANY:
(SGD.) T. N. STOL	(SGD.) M. M. BOYLE
NATIONAL VICE-PRESIDENT	for: ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

O. Lavoie	– System Labour Relations Officer, Montreal
R. Paquette	– Manager, Labour Relations, Montreal
W. Brown	– Assistant Superintendent Equipment, Thornton Yard

And on behalf of the Brotherhood:

P. Askin	– Representative, Vancouver

AWARD OF THE ARBITRATOR

The material before the Arbitrator establishes that carmen have always, to some extent, been responsible for a degree of clean-up in relation to their own work. Most significantly, the evidence does not disclose that the car mechanics are assigned to perform little else but tasks which previously belonged to classified labourers. The material before me discloses that classified labourers generally performed less than three and one-half hours of clean-up work over a shift, and that, following the changes which are the subject of this grievance, car mechanics have been called upon to perform no more than thirty minutes of clean-up work per shift. In the result, the Arbitrator is compelled to accept the submission of the Company that this is not a case in which the work assigned to car mechanics would bring them within the scope of the Brotherhood's bargaining unit, as that concept has been reflected in the prior awards of this Office. In particular, the case is clearly distinguishable from **CROA 2279** where it was found that a member of another bargaining unit performed duties "... which are **entirely** within the ambit of the job classification contained in the collective agreement of the Brotherhood." (emphasis added) The principles which govern this case are more extensively discussed in **CROA 2403**. For the reasons touched upon in that award, I am satisfied that the Brotherhood cannot claim proprietary rights to the work in question. In the Arbitrator's view, the language of article 2.9(8) seems to identify which classification of employee is to perform certain work when it is assigned to the bargaining unit. However, it does not provide, as the Brotherhood contends, a degree of work ownership as against employees from another bargaining unit.

For the foregoing reasons the grievance must be dismissed.

14 January 1994

(sgd.) MICHEL G. PICHER
ARBITRATOR