CANADIAN RAILWAY OFFlCE OF ARBlTRATlON

CASE NO. 693

Heard at Montreal, Tuesday, December 12th, 1978

Concerning

CANADlAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY , TRANSPORT AND GENERAL WORKERS

DISPUTE:

The Brotherhood claims that certain work presently performed by Machinists should be done by employees of the Canadian Brotherhood of Railway, Transport and General Workers.

JOINT STATEMFNT OF ISSUE:

The work of certain positions at Montreal Yard Diesel Shop is being, and has in the past, been performed by Machinists. These positions are included in Wage Agreement #16, between the Railway Association of Canada and Division #4, Railway Employees Department A.F. of L. - C.I.O. and are covered by the lnternational Association of Machinists and Aerospace Workers. The Brotherhood claims that the positions should be covered by Agreement 5.1.

The Company declined this claim.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) J. A. PELLETIER	(SGD.) S. T. COOKE
NATlONAL VlCE-PRESIDENT	ASSISTANT VICE-PRESIDENT-LABOUR RELATIONS

There appeared on behalf of the Company:

C. L. LaRoche	-	System Labour Relations Officer, C.N.R., Montreal
P. J. Thivierge	-	Regional Labour Relations Officer, C.N.R., Montreal
K. Kilpatrick	-	Mechanical Officer-MP-Equipment, C.N.R., Montreal
R. Gagnon	-	Senior Labour Relations Assistant, C.N.R., Montreal

And on behalf of the Brotherhood:

G. Thivierge	-	Regional Vice President, C.B.R.T., Montreal
J. D. Hunter	-	Regional Vice President, " Toronto
G. Latreille	-	Member L.179, C.B.R.T., Montreal

AWARD OF THE ARBlTRATOR

The positions in question appear to be two positions of Schedule Controller. These positions, as is noted in the Joint Statement of lssue, have existed for some time (since the opening of the Diesel Shop, it would seem), and have always been filled by Machinists. At one point after this claim was raised the Company indicated that it would bulletin the Jobs to employees in this bargaining unit, but it later thought better of the matter and did not do so.

The only detailed description of the job is one prepared by the Company, and which is as follows:

> "Schedules all Mileage, Intermediate, Air Brake, I.C.C. and D.O.T inspections and also any special programes, modifications or tests. Must have a very good knowledge of air brake regulations, test procedures, Canadian Transport Commission and U.S. Dept. of Transport regulations, to ensure units are not defected on the road by inspectors, which could result in the railway being fined.
> Makes estimates on wreck damages on arrival of damaged locomotives.
>
> Gives an accurate final cost on all wreck repairs. (The above two items require a very good knowledge of locomotives, parts and repair procedures).
>
> "Keeps the Schedule Board up to date. Cross checks units shown due on the Tracs System for any of the above inspections and sends corrections to Tracs on the locomotive scheduling.
>
> Checks into the causes for on-line locomotive failures and gives results to shop management and Regional officers. This information must be accurate to ensure constructive action to overcome problems and prevent recurrence of the same failures in the future. Frequently programmes are initiated and large sums of monies spent to overcome problems reported by the person in this position."

Many of the tasks involved are "clerical" in the sense that they involve making entries or notations on forms or other documents. Most of these tasks, however,(the maintenance of the Schedule Board would appear to be an exception) involve a knowledge of shop crafts, and in a number of cases the exercise of judgment appropriate to a journeyman is called for. Thus while the position in question does not require a tradesman to work with the tools of his trade, it nevertheless requires him to make use of his knowledge and judgment as a journeyman.
The issue is whether collective agreement 5.1 requires the Company to assign a member of this bargaining unit to the position in question. Article 2 of the collective agreement in effect defines the bargaining unit as consisting of "all classes of employees enumerated in Article 10", with certain exceptions not here material. Article 10 sets out the seniority groupings for various regions and areas.

For the Montreal Area of the St. Lawrence Region, the bargaining unit appears to consist of "clerical employees" in certaln designated offices, and "employees" in certain types of locations, including "Equipment Department - Line and Shop (other than those covered by other collective agreements)", as well as certain specified classifications, not here material.

These general provisions of the collective agreement do not in themselves require the conclusion that the position in question comes within the scope of the collective agreement. Reference must also be made, however, to Article 28.9 (7), by which "transcribing inspection records and technical data into records and files" is listed as among the types of work to be performed by employees governed by the collective agreement. While the work in question relates in large degree to inspection records, I do not think it can aptly be described as "transcribing these into records and files". There is, indeed, a degree of purely clerical work associated with some of the documentation involved in this job and that work is performed by a member of this bargaining unit, using a typewriter.

While the work in question has a clerical aspect to it (as do many non-clerical jobs), and while the scheduling and estimating work is, in some respects, analogous to the scheduling or estimating work that a "clerical" employee might do, it remains, in my view, that the work involves the knowledge and judgment of a trade to a decisive extent. The position in question is not, I find, one that comes within the scope of the bargaining unit covered by collective agreement 5.1. It would appear that it comes within another bargaining unit, but it is not necessary to decide that point.

For the foregoing reasons, the grievance is dismissed.
L

J. F. W. WEATHERILL
Arbitrator