

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1426

Heard at Montreal, Tuesday, November 12, 1985

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

Claim on behalf of Mr. W. E. Dunster, Mechanic "A", for the difference in the rate of pay between Mechanic "A" and Field Maintainer for 16 hours at the basic rate of pay and 3 hours at the overtime rate of pay.

JOINT STATEMENT OF ISSUE:

The Union contends that the grievor, Mr. Dunster, employed at Saskatoon as a Mechanic "A", performed the duties of a higher rated position, a Field Maintainer, on May 2nd and 3rd, 1984.

The period of time involved is sixteen (16) hours at the regular higher rate of pay and three (3) hours at the overtime higher rate of pay.

The Company disagrees with the Union's contention.

FOR THE BROTHERHOOD:

(SGD.) G. SCHNEIDER  
System Federation General Chairman  
(Western Lines)

FOR THE COMPANY:

(SGD.) D. C. FRALEIGH  
Assistant  
Vice-President  
Labour Relations

There appeared on behalf of the Company:

T. D. Ferens	- Manager Labour Relations, CNR, Montreal
J. Pussell	- System Labour Relations Officer, CNR, Montreal
F. Symenuk	- Track Equipment Shop Foreman, (Witness) CNR, Saskatoon

And on behalf of the Brotherhood:

G. Schneider	- System Federation General Chairman, BMWE, Winnipeg
T. J. Jassor	- Federation General Chairman, BMWE, Winnipeg

AWARD OF THE ARBITRATOR

The issue to be decided in this case is whether the employer's decision to give the grievor an assigned task away from his shop warrants payment at the applicable rate of a Field

Maintainer. Or, from the company's perspective, the issue is whether the grievor was properly paid the applicable rate of his regular Mechanic "A" position while performing electrical work away from his shop.

It is common ground that the assigned task given the grievor was within the area of the grievor's trade as an electrician. Nonetheless, because the grievor has been classified as a Mechanic "A" he is competent to perform other functions, such as welding and mechanical maintenance work, outside the skills of his particular trade. There is no repair work in his shop as he performed "on the field" he would have only been entitled to be paid at the applicable rate for the Mechanic "A" position.

Article 3.11 of Agreement 10.3 reads as follows:

"A Field Maintainer is a Work Equipment employee regularly assigned to work on the line with minimum supervision excluding Mechanics "A" assigned to a gang or in a shop. He will ordinarily be a promoted Mechanic "A", and could be considered a trouble shooter not attached to any particular gang."

And the letter of Understanding dated October 13, 1981, attached as Appendix "E" of Agreement 10.3 reads as follows:

"In being regularly assigned to work on line, the Field Maintainer works over a territory and must become familiar with that territory in order to be effective as a trouble shooter. In this sense he should be an experienced Mechanic "A" and should know his territory well enough to be able to anticipate problems. While working under conditions of minimum supervision he is also required, to a certain extent, to organize his work by setting his own priorities.

It is this type of environment which distinguishes the work of a Field Maintainer from the work of a Mechanic "A" assigned to the shop or in a gang and which qualifies him for a higher rate of pay."

This dispute, when reduced to its fundamental concern, pertains to whether the employer's decision to assign a Mechanic "A" to perform a particular maintenance task outside his shop he thereby performs the work of a Field Maintainer and should be paid accordingly. Absent from the trade union's brief was there any suggestion that the grievor was "trouble shooting" (whatever that term means) or was regularly performing, for extensive period, maintenance work over an assigned territory where he would exhibit an independent discretion to set his own work priorities. What the evidence did indicate was that the grievor, presumably because of his superior skills, was frequently dispatched from his shop to a territory to perform an assigned, circumscribed task. Although the employer's decision to entrust him with these responsibilities may represent some inconvenience to the grievor, nothing has been adduced to convince me that the grievor was performing anything different than his normal,

regular Mechanic "A" tasks. The grievor certainly is not discharging the "trouble shooting" duties contemplated by Article 3.11 where tasks are unilaterally determined by him, over an extensive period, on the basis of setting his own work priorities.

As a result I have not been convinced that at the time in question the grievor was entitled to the applicable rate of the Field Maintainer's position.

The grievance is therefore rejected.

DAVID H. KATES,  
ARBITRATOR