

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1606

Heard at Montreal, Wednesday, January 14, 1987

Concerning

VIA RAIL CANADA INC.

and

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

DISPUTE:

Alleged violation of Article 7.8 (d) 1 and 7.8 (d) 2 of Collective Agreement No. 2.

JOINT STATEMENT OF ISSUE:

Service Manager assigned to operate on trains between Montreal, Quebec and Toronto, Ontario, presently fall under the jurisdiction of VIA Quebec. To be eligible for work on these corridor trains, Service Managers receive an additional five day training (as covered by a Memorandum of Understanding) on specific matters relating to the duties and responsibilities of the Corridor operation.

On occasion, and in cases of emergency, the position is filled in VIA Ontario by qualified Service Managers who received the additional five day training.

The Brotherhood contends that Service Managers who have declared themselves available for work during their layover in accordance with Articles 7.8 (d) 1 and 7.8 (d) 2 should be assigned to any vacancy, in transcontinental or corridor service, whether or not they have received the additional corridor training.

The Corporation has denied the Brotherhood's contention.

FOR THE BROTHERHOOD:

(SGD.) TOM McGRATH
National Vice-President

FOR THE CORPORATION:

(SGD.) A. D. ANDREW
FOR; A. Gagne,
Director, Labour
Relations.

There appeared on behalf of the Corporation:

C. O. White	- Officer, Labour Relations, VIA Rail Canada Inc. Montreal
Marcel St-Jules	- Manager, Labour Relations, VIA Rail Canada Inc. Montreal
J. Kish	- Officer, Personnel & Labour Relations, VIA Rail Canada Inc., Montreal
R. Klimczak	- Manager, Human Resources, VIA Rail Canada Inc.

Toronto

And on behalf of the Brotherhood:

T. N. Stol	- Regional Vice-President, CBRT&GW, Toronto
Tom McGrath	- National Vice-President, CBRT&GW, Ottawa
A. Cerilli	- Regional Vice-President, CBRT&GW, Winnipeg
Gaston Cote	- Regional Vice-President, CBRT&GW, Montreal
G. Boudreau	- Regional Vice-President, CBRT&GW, Moncton
J. A. Craig	- Regional Vice-President, CBRT&GW, Vancouver

AWARD OF THE ARBITRATOR

There is nothing in the material before the Arbitrator to suggest that the Collective Agreement limits the ability of the Corporation to establish the qualifications of employees to perform a particular assignment. It is not disputed that the LRC trains operating in the Quebec - Windsor Corridor have a number of equipment features that differ substantially from the more conventional trains in Trans-continental Service. On April 26, 1985 the Quebec Region of the Union, which has jurisdiction over Service Managers operating in the Corridor Service, signed a Memorandum of Agreement providing for those assignments to be open to Service Managers who have received a five-day training course in the LRC Corridor Equipment.

It is plainly within the legitimate interests of the Corporation to ensure that Service Managers responsible for the supervision of on-board services employees on LRC trains are thoroughly trained and familiar with the equipment and procedures of this more recent generation of train. Article 12.6 (a) of the Collective Agreement contemplates that assignments are to be made by the Corporation based on "seniority, training, fitness and ability". Article 12.8 likewise stipulates the procedure whereby "qualified employees are to be used by the Corporation to fill assignments". The Corporation's imposition of a requirement of training as a prerequisite of the assignment of Service Managers operating in "Corridor" service, whether in Quebec or in Ontario, was plainly adopted for a legitimate business purpose consistent with these provisions of the Agreement. The grievance must therefore be dismissed.

MICHEL G. PICHER,
ARBITRATOR.