

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1757

Heard at Montreal, Tuesday, 8 March 1988

Concerning

VIA RAIL CANADA INC.

And

CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT AND GENERAL WORKERS

DISPUTE:

Request on behalf of R. Mathison, Telephone Sales Agent, to be trained for the position of Senior Telephone Sales Agent.

JOINT STATEMENT OF ISSUE:

On October 3, 1986, Ms. L. Cowan filled the position of Senior Telephone Sales Agent on a temporary basis. Mr. R. Mathison grieved the matter stating that he, as the senior employee, was never requested to perform the duties of the Senior Telephone Sales Agent.

The Brotherhood contends that the grievor should be allowed to assume the position of Senior Telephone Sales Agent when needed on a temporary basis, by reason of seniority, and further that he should be trained in accordance with Article 16 of Collective Agreement No.1 for the position.

The Corporation maintains that the grievor is not presently qualified to assume the position of Senior Telephone Sales Agent. The Corporation has also assured the Brotherhood that should specific training be developed in the future, Mr. Mathison, along with other employees, will be considered.

FOR THE BROTHERHOOD:

(SGD) TOM McGRATH  
National Vice-President

FOR THE COMPANY:

(SGD) A.D. ANDREWS  
Director, Labour Relations

There appeared on behalf of the Company:

C.O. White	- Labour Relations Officer, Montreal
M. St. Jules	- Manager, Labour Relations, Montreal
C. Pollock	- Labour Relations Officer, Montreal
J. Kish	- Personnel & Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

M. Pitcher

- Representative, Toronto

AWARD OF THE ARBITRATOR

The material establishes that Telephone Sales Agent Mathison was not, at the material time, qualified for the position of Senior Telephone Sales Agent. A temporary upgrade into that position was therefore assigned to a junior employee adjudged by the Corporation to be so qualified, and who, it appears, has performed those duties on a replacement basis in the past.

While the Arbitrator accepts that Article 16.1 of the Collective Agreement contemplates that employees are to be given every opportunity to learn the duties of other positions, the Corporation's obligation in that regard does not extend to the assignment of temporary promotions, which are dealt with separately by the terms of Articles 12.6 and 12.7 of the Collective Agreement. Article 16 contemplates the temporary exchange of positions for employees interested in learning the duties of other positions. It does not, however, extend to requiring the Corporation to temporarily assign unqualified employees to temporary vacancies in higher rated positions.

For these reasons the grievance must be dismissed.

(SGD) MICHEL G. PICHER  
ARBITRATOR