CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1869

Heard at Montreal, Wednesday, 11 January 1989

Concerning

VIA RAIL CANADA INC.

And

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

DISPUTE:

Abolition of position of Station Service Agent and contracting out of work at Sarnia, Ontario.

JOINT STATEMENT OF ISSUE:

Pursuant to Article J of the Special Agreement, the Corporation advised the Union on March 9, 1987 that due to a reduction in train service in southwestern Ontario, four positions would be abolished effective June 9, 1987. One of the positions to be abolished was that of Station Service Agent, at Sarnia, held by Mr. D. Haywood.

The Brotherhood contends that VIA contracted out some of the duties previously performed by Mr. Haywood to Lyndon Security and to the members of the U.T.U. Train Crews on VIA Train 87 in violation of Appendix C of Agreement No. 1. The Union seeks reinstatement of the position.

The Corporation denies the allegation of the Union on the basis that the only duties performed by Lyndon Security are to open and close Sarnia Station for the arrival of Train 87. Although the U.T.U. crew members did initially handle some luggage, they did so of their own volition. Upon learning of these occurrences, VIA issued instructions to train crews to discontinue this practice.

FOR THE BROTHERHOOD:	FOR THE CORPORATION:
(Sgd) TOM McGRATH	(Sgd) A. D. ANDREW
National Vice-President	Director, Labour Relations

There appeared on behalf of the Corporation:

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

And on behalf of the Brotherhood:

T. N. Stol - Regional Vice-President, Toront

AWARD OF THE ARBITRATOR

It is not disputed that the tasks performed by Mr. Haywood fell within the following job description:

CLASSIFICATION:
Station Services Agent

DUTIES:
- Attends to station entrance and exit doors.

- Receives, checks, handles and delivers baggage at boarding and unboarding time.

- Collects and transfers funds related to station operations.

- Checks and controls train consists and marshalling.

- Keeps and completes reports, archives and files on train performance.

- Drives baggage truck (when required).

- Performs cleaning duties (when required).

- Performs other related duties as assigned.

QUALIFICATIONS:
- Must have knowledge of timetables and services, including baggage handling tariffs and completion of appropriate reports.

- Must be able to operate comtel and telex.

- May be required to successfully pass a test to demonstrate proficiency on operation of the tractor.

The position occupied by Mr. Haywood was abolished effective June 9, 1987. One of the principal functions performed by Mr. Haywood in the job abolished was the removal of checked baggage on trains arriving in Sarnia. The material establishes that following the abolition of his position a train regularly arriving at Sarnia at 2308 was designated not to carry checked baggage. Following changes implemented in May of 1987 the Sarnia Station was closed daily at 2100, to reopen for approximately one hour to accommodate the arrival of the above train, Train 87.

The Corporation then contracted for the services of a security

company for the sole purpose of opening and closing the station for the arrival of that train. The Union alleges that the security guard so utilized performs work previously done by Mr. Haywood. That allegation is not made out on the evidence. While it is true that Mr. Haywood was responsible for locking up the station at Sarnia at the conclusion of his tour of duty, it cannot be said that the material duties of his assignment have been contracted out in any substantial way to the security company. The security guard assigned to open and close the station has no responsibility for directing passengers, attending to entrance and exit doors, receiving or delivering baggage, handling funds, dealing with train consists and marshalling or making reports of the kind previously done by Mr. Haywood. In the circumstances it cannot be said that the security guard in question has been assigned to perform "work presently and normally performed" by employees of the bargaining unit within the contemplation of Appendix C to the Collective Agreement.

Nor does the material before the Arbitrator sustain the allegation that the handling of baggage has in any substantial way been transferred to members of the UTU train crews. It appears that on one occasion, by error, checked baggage which was supposed to be off-loaded at London was missed and found its way through to Sarnia where, in the absence of anyone else to do it, a UTU employee was required to take it off the train and hand it to passengers. Such an exceptional circumstance can scarcely be described as a contracting out or wrongful assignment of bargaining unit work.

For the foregoing reasons the grievance must be dismissed.

January 13, 1989 (Sgd.) MICHEL G. PICHER
ARBITRATOR