

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1906

Heard at Montreal, Wednesday, 12 April 1989

Concerning

VIA RAIL CANADA INC.

And

CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT AND GENERAL WORKERS

EX PARTE

DISPUTE:

Addition of coach cleaning duties to Service Attendants.

BROTHERHOOD'S STATEMENT OF ISSUE:

On October 1, 1986, the Corporation issued a notice to employees (Supplement No. 2 to Service in the Sleepers, Manual of Service Instructions: Book 6) informing Service Attendants that henceforth, they would be required to clean coach cars, at times listed on their activity cards or as directed by the Service Manager.

The Brotherhood contends that On-Train Service employees, required to work in sleeping or meal service cars, should not be compelled to clean coaches, restock and clean toilets, etc., due to a concern for the health and safety of the travelling public. The Brotherhood further contends that the employees do not have time to adequately perform their existing duties (which is adversely impacting on customer service) even without the addition of coach cleaning duties. Finally, the Brotherhood asserts that the Corporation has violated the Collective Agreement, in that Appendix 10 of Agreement No. 2 does not list the cleaning of coaches to be part of the duties of an O.T.S. employee in any of the listed classifications and that the reference to "other related duties" in Appendix 10 refers to tasks performed related to duties outlined therein, and does not include work that was contracted out at the time the aforementioned duties were negotiated.

The Brotherhood is not opposed to have the work of cleaning coaches performed by the bargaining unit provided such is negotiated classification specifically required to clean coaches and such other related work.

The Corporation contends that the number of employees assigned is sufficient to handle all responsibilities and is adjusted to reflect changes in traffic demand. The Corporation believes that no Article of Agreement No. 2 has been breached and consequently has declined the grievance through all steps of the grievance procedure.

FOR THE BROTHERHOOD:  
(SGD) TOM McGRATH  
National Vice-President

There appeared on behalf of the Corporation:

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

And on behalf of the Brotherhood:

T. N. Stol	- National Vice-President, Toronto
M. Pitcher	- Representative, Toronto

#### AWARD OF THE ARBITRATOR

The issue is whether the Collective Agreement contemplates the assignment of On-Train Service Employees to do cleaning in coaches beyond the mere "tidying up" which it is admitted they have always done without objection. Prior to January 10, 1979 the cleaning in question was performed by bargaining unit employees, then called "Coach Attendants". On that date that position was discontinued and the housekeeping and cleaning of coaches, as opposed to other types of rail cars, was contracted out. It is common ground that in sleeper cars, dayneters, dining and lounge cars and any cars other than coaches, service attendants working on board were responsible for the full housekeeping and cleaning duties, and have continued to perform them to this date.

The contracting out, which applied only to intercontinental trains, was terminated effective October 1, 1986 at which point it became the responsibility of the service attendant to clean the coaches as part of his or her normal duties. The duties so assigned were described, insofar as they applied to the Western Transcontinental, in a supplement to the Manual of Service Instructions issued on October 1, 1986 which contained, in part, the following description of the tasks to be performed:

1. Litter pick-up which involves picking up and changing litter bags at every seat in the coach area, and bagging the garbage in green bags.
2. Cleaning and re-stocking of washrooms which involves clearing out garbage, and cleaning toilet and sink to immaculate conditions; re-stocking paper towels, soap dispenser, and toilet paper; re-stocking paper cups at water fountains; ensuring floor is clean and free of water spills; using deodorant as necessary.
3. General cleaning which involves all of the above, and includes sweeping the floor, mopping the aisle-ends, and cleaning windowsills and glass (windows and end-doors); this is done as required.

The Brotherhood submits that the duties assigned are outside the ambit of the responsibilities of On-Board Service employees as agreed in Appendix 9 of the Collective Agreement. That part of the Appendix relating to the job Service Attendant includes, in part , the following description of duties:

- Maintains cars and/or individual work areas in which he/she is operated in clean and tidy condition.
- ...
- Other related duties as assigned by Service Coordinator or Senior Service Attendant.

The Brotherhood submits that the "heavy cleaning" which was which was newly assigned in respect of coaches effective October 1, 1986 is beyond the scope of the duties as described in Appendix 9. It further relies on the provisions of Article 28.5 which is as follows:

- 28.5a) Service Attendants required to clean cars at layover points during off-duty periods where regular car cleaning facilities are not available will be allowed a minimum 1 hour for each car cleaned.
- 28.5b) Employees on intercity trains who are required to clean cars enroute and at major stations during regular on-duty periods will be allowed a minimum of 15 minutes, over and above the guarantee and included in the accumulation of hours under Article 4.2(b) or 4.2(f) as the case may be, for each car cleaned, in addition to regular pay for the trip. Employees will not be held on duty after arrival at their home or distant terminal, to so such cleaning.
- 28.5c) When there is more than one employee on the car, the designated officer of the Corporation will assign the employee to perform this work.

It is not disputed that the cleaning of coaches was clearly bargaining unit work prior to the contracting out in 1979. While the crewing arrangement at that time was different, no objection was taken to coaches being cleaned by employees who then held the title "Coach Attendant." On the face of it, therefore, apart from the contracting out for a period of several years, the work in question has historically been viewed as work which properly falls within the purview of the bargaining unit.

That conclusion is further supported by the fact that in respect of passenger cars other than coaches the same kind of "heavy cleaning" has been and continues to be done by On-Board Service employees. In this regard it is significant that the terms of Appendix 9 do not appear to make any reference to the type of cars to which the employee is assigned insofar as the responsibility to maintain the

car in a clean and tidy condition is concerned. It is, therefore, difficult for the Arbitrator to conclude that the phrase "maintains cars ... in a clean and tidy condition" must be taken to mean "heavy cleaning" in a dayniter or sleeping car but something entirely different in respect of a coach.

Nor can I find in the language of Article 28.5 anything that supports the Brotherhood's position. I must accept the submission of the Corporation's representative that the language of that article does not address the circumstance of the cleaning of a transcontinental train enroute, but rather the cleaning of trains at layover points and the enroute cleaning of intercity trains, as well as the cleaning of those trains at major stations. The thrust of the article is not to circumscribe the authority of the Corporation to assign such work but, rather, to ensure the premium payment of employees who are required to perform it in the circumstances described within the article.

Upon a review of the material filed and in consideration of the terms of the Collective Agreement examined above, the Arbitrator must find that the cleaning work assigned to Service Attendants by the Corporation's directive of October 1, 1986 falls properly within the bargaining unit, and is specifically encompassed by the description of the duties and responsibilities of a Service Attendant appearing in Appendix 9 of the Collective Agreement.

For these reasons the grievance must be dismissed

April 14, 1989

(Sgd.) MICHEL G. PICHER  
ARBITRATOR