CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2022

Heard at Montreal, Tuesday, 8 May 1990

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

And

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

DISPUTE:

The reclassification of a position of Industrial Services Clerk in
the Gordon Yard Car Shop at Moncton, New Brunswick.

JOINT STATEMENT OF ISSUE:

On March 4, 1987, Mr. R.L. Moores commenced pre-retirement vacation.
On March 3, 1987, Company and Brotherhood representatives met to
discuss the reclassification of this position to reflect the duties
which were being performed at the time Mr. Moores retired.

Following these discussions the position was reclassified as Data
Entry Clerk and was advertised as such to the membership of the
Brotherhood on March 3, 1987.

The Brotherhood has contended that the Company has violated the
provisions of paragraph 21.7, Article 21, Agreement 5.1 because the
Company representative at the March 3, 1987 meeting was not the
"proper officer of the Company" as prescribed by paragraph 21.7 and
thus did not have the authority to represent the Regional
Vice-President of the Company.

The Company disagrees.

FOR THE BROTHERHOOD: FOR THE COMPANY:

(SGD) TOM McGRATH   (SGD) W. W. WILSON
NATIONAL VICE-PRESIDENT   for: ASSISTANT VICE-PRESIDENT
                                             LABOUR RELATIONS

There appeared on behalf of the Company:

M. M. Boyle   - Manager, Labour Relations, Montreal
W. D. Agnew   - Human Resources Officer, Moncton

And on behalf of the Brotherhood:

G. Murray   - Regional Vice-President, Moncton

                    AWARD OF THE ARBITRATOR

The evidence before the Arbitrator establishes that at the March 3,
1987 meeting the Company was represented by Mr. W.D. Agnew who, at
all material times, was an Employee Relations Officer for the
Equipment function in Moncton. It is not disputed that he reported
to the Regional Manager of Employee Relations, as did the Manager of
Labour Relations. The evidence of Mr. Agnew establishes that on some
two other occasions he had represented the Company in Article 21.7
discussions without any apparent objection by the bargaining agent.

Article 21.7 of the Collective Agreement does not identify the
officer of the Company who is to engage in the process of discussion
contemplated within it. That article provides as follows:

     21.7   No change shall be made in agreed classifications or
            basic rates of pay for individual positions unless
            warranted by changed conditions resulting in changes in
            the character of the duties or responsabilities. (sic)
            When changes in classifications and/or basic rates of pay
            are proposed, or when it is considered that a position is
            improperly classified or rated, the work of the positions
            affected will be reviewed and compared with the duties
            and responsibilities of comparable positions by the
            proper officer of the company and the Regional
            Vice-President of the brotherhood, with the object of
            reaching agreement on revised classifications and/or
            rates to maintain uniformity for positions on which the
            duties an responsibilities are relatively the same.
            (emphasis added)

The Brotherhood relies, in substantial part, on the fact that in the
past the Company has generally been represented in Article 21.7
discussions by the Manager of Labour Relations or his designate,
acting on behalf of the Vice-President of the Company. I can find no
substantial basis to support the Brotherhood's argument that the use
of those officers, on whatever basis in the past, can be asserted as
foreclosure of the Company's ability to delegate a person of the rank
and responsibility of Mr. Agnew to fulfill the functions of the
"proper officer of the company" within the meaning of Article 21.7 of
the Collective Agreement. Absent any indication in the language of
the Collective Agreement restricting the Company's discretion to
determine the identity of the proper officer in the circumstances, or
any undertaking that would amount to an estoppel in that regard, I
cannot find that there has been any violation of the article.

For these reasons the grievance must be dismissed.

May 11, 1990   (Sgd.) MICHEL G. PICHER
                                             ARBITRATOR