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CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2456

Heard in Montreal, Tuesday, 8 March 1994

concerning

VIA RAIL CANADA INC.

and

Canadian Brotherhood of Railway, Transport & General Workers

DISPUTE:

Payment for litter pickup done by employees, on train, prior to arriving at the final terminal.

JOINT STATEMENT OF ISSUE:

On March 10, 1992, the Corporation posted a memo to all On-Train Services employees which requested, among other things, that a last litter pickup should be done prior to arriving at the final terminal.

The Brotherhood claims that such responsibilities are normally performed by the Coach Cleaners and that should On-Train Services employees be required to perform these duties, they should be compensated in accordance with Article 28.5(b) of Collective Agreement No. 2 or alternatively that these duties be rescinded.

The Corporation denies any violation of Article 28.5(b). The Corporation further maintains that housekeeping duties such as litter pickup are and traditionally have been an integral part of the duties of On-Train Services personnel.

FOR THE BROTHERHOOD: FOR THE Corporation:

(SGD.) T. N. Stol(SGD.) C. C. Muggeridge

General Chairman

There appeared on behalf of the Company:

C. Pollock - Senior Labour Relations Officer, Montreal

D. Fisher - Senior Negotiator & Advisor, Montreal

M. Watson - Assistant Manager, Crew Management Centre, Montreal

And on behalf of the Brotherhood:

J. Brown - Representative, Montreal

D. Boisvert - Grievance Committee Member, Montreal

AWARD OF THE ARBITRATOR

The facts giving rise to this dispute are not controverted. The evidence establishes that prior to the institution of a new policy in respect of the picking up of litter, employees in On-Board Service were not required to collect or replace passenger litter bags. Commencing in March of 1992 the Corporation instituted a "final litter pick-up", to be done by on-board staff prior to a train arriving at the final terminal. A partial explanation for the policy is reflected in a memo issued on March 10, 1992, which states as follows:

QQINDENT Final Litter Pick-up

QQINDENT A last litter pick-up should be done prior to arriving at the final terminal. Pick up all used bags so that no food remains on the car. The litter bag must be tied and paced in the vestibule.

QQINDENT NOTE: Cars are cleaned prior to departure but, in many cases, not upon arrival. Any food debris left on the car may stay there for hours .. and cause a rodent problem.

The evidence further establishes that the Corporation introduced the use of a special litter bin to expedite the

collection of debris and the tidying of passenger cars prior to arrival at the terminal of destination.

The Brotherhood's claim is made under the terms of article 28.5(b) of the collective agreement which provides as follows:

QQINDENT 28.5(b) 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 do such cleaning. For the purpose of this section, intercity trains shall mean all trains operating within the Quebec-Windsor Corridor.

The collective agreement directly addresses the role of on-board service employees in maintaining the tidiness of passenger coaches. The duties and responsibilities of the senior service attendant, as well as the service attendant described in Appendix 9, include the following:

QQINDENT Maintains cars and/or work areas for which responsible in a clean and tidy condition.

The grievance is motivated, in part, by the perception of some employees that they have been wrongfully assigned work which was previously performed by the employees of another bargaining unit responsible for the heavy cleaning of cars after the conclusion of a trip. It does not appear disputed that prior to the introduction of the new policy in respect of final litter pick-up, passengers' litter bags were collected and removed from cars by the crew performing heavy cleaning duties at terminals after the cars were out of service. In the Arbitrator's view, while some confusion on the part of employees may be understandable, the collective agreement does not, on its face, circumscribe the prerogative of the Corporation nevertheless to assign the litter pickup in the manner it has.

It appears to the Arbitrator that the task of collecting cups, containers, food particles, papers or any other litter within a passenger coach during the course of a trip falls reasonably within the job description of both the service attendant and the senior service attendant, as part of the obligation of maintaining their cars in a clean and tidy condition. Moreover, the fact that a trip is at or near its end does not take the task of litter pickup outside purview of the duties contemplated. The obligation to maintain clean and tidy conditions is, on the face of the language of Appendix 9, expressed in terms of the car or work area for which the employee is responsible, independently of a particular trip or assignment. In other words, there is nothing in the generality of the language which would preclude the removal of litter bags, as well as other litter, including newspapers or other debris, from any part of the coach for which an employee is responsible, at any point during the course of a trip. The fact that part of this task may previously have been assigned to other employees does not diminish the ability of the Corporation to change the method of assignment in a manner consistent with the scope the agreed duties and responsibilities of the on-board service employees, as outlined in Appendix 9 of the collective agreement. The work so performed does not constitute the kind of substantial cleaning contemplated under

article 28.5(b) of the collective agreement

On the whole, the Arbitrator is satisfied that the final litter pickup assigned to the employees falls within the terms of their duties and responsibilities, as contemplated by the collective agreement. For these reasons, the grievance must be dismissed.

11 March 1994 (sgd.) MICHEL G. PICHER

ARBITRATOR