CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2083

Heard at Montreal, Tuesday, 11 December 1990

Concerning

ONTARIO NORTHLAND RAILWAY

And

TRANSPORTATION COMMUNICATIONS UNION EX PARTE

DISPUTE:

The reduction of hours for Telephone Supervisors and Relieving Telephone Supervisors commencing January 1, 1990.

UNION'S STATEMENT OF ISSUE:

With the implementation of Pay Equity and commencing January 1, 1990, the Company reduced the total hours of service for Telephone Supervisors and Relieving Telephone Supervisors thereby reducing their wages.

The Brotherhood contends that their hours of service in any two week pay period has always been and remains 80 hours.

The Brotherhood contends that the principal of estoppel is present in this case.

The time limits had been mutually extended, however the Company did not reply on time at Step 3 which is contrary to Article 21.4 of the Collective Agreement "... When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits the claims will be paid."

The Union has requested payment of unpaid wages in favour of the Telephone Supervisors and Relieving Supervisor.

The Company has declined request.

FOR THE UNION:

(SGD) P. A. GOSSELIN
GENERAL CHAIRMAN

There appeared on behalf of the Company:

M. Restoule	– Manager, Labour Relations, North Bay
J. Knox	– Director, Human Resources, North Bay

And on behalf of the Union:

P. A. Gosselin	– General Chairman, New Liskeard

AWARD OF THE ARBITRATOR

The material before the Arbitrator does not disclose any term within the Collective Agreement which would establish that the hours of service of Telephone Supervisors and Relieving Telephone Supervisors are to total eighty hours in any two-week pay period. There is, moreover, no evidence before me to establish that there has been an actual reduction of the total hours of service for either classification of employee. It is not disputed that they continue to work the same hours which they have worked traditionally for some thirty years.

The thrust of the complaint appears to be dissatisfaction with the relative treatment of the grieving employees as compared to other female dominated classifications of employees who received greater increases as a result of the application of the **Pay Equity Act**, S.O. 1987 c. 34, as amended. While this Office's determination is obviously without prejudice to the rights of the grieving employees under that Act, the Arbitrator is compelled to conclude that the instant complaint is not arbitrable as it does not turn on any alleged violation of a provision of the Collective Agreement or on its interpretation or application. Given that conclusion, I cannot sustain the further objection of the Union based on the application of the time limits.

For all of these reasons the grievance must be dismissed.

January 11, 1991

(Sgd.) MICHEL G. PICHER
ARBITRATOR