

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 242

Heard at Montreal, Wednesday, October 14th, 1970

Concerning

NORTHERN ALBERTA RAILWAYS COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

Claim of the Brotherhood that Carpenter W. A. Jardine is entitled to an adjustment of pay of .060 cents per hour for each hour that he was assigned to perform bench carpenter Work during the period extending from July 1, 1968 to December 31, 1968 inclusive and to an additional adjustment of .064 cents per hour for each hour that he was assigned to perform bench carpenter work during the period extending from January 1, 1969 to August 12, 1969 inclusive.

JOINT STATEMENT OF ISSUE:

The dispute in this case concerns the interpretation of Section Clauses 4 and 5 of Wage Agreement 14. The Organization's position is that Carpenter who has more than four years experience in his trade (Carpenter) is entitled to the maximum Bench Carpenter rate when so employed. The Company's position is that only time worked as a Bench Carpenter, or as a Carpenter working in close relationship with a Bench Carpenter, can be used to qualify a Carpenter for the maximum Bench Carpenter's rate.

FOR THE EMPLOYEES:

(SGD.) T. V. GREIG
SYSTEM FEDERATION GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) K. R. PERRY
GENERAL MANAGER

There appeared on behalf of the Company..

K. R. Perry	General Manager, N.A.Rly., Edmonton
L. Halasa	Chief Engineer, N.A.Rly., Edmonton

And on behalf of the Brotherhood:

T. V. Greig	System Federation General Chairman, BMW, Winnipeg
W. M. Thompson	Vice President, B.M.W.E., Ottawa
J. A. Antymniuk	Federation General Chairman, B.M.W.E. Edmonton

AWARD OF THE ARBITRATOR

The grievor was hired by the company as a Bridgeman's Helper on April 6, 1928. He worked in various classifications, being first employed as a Carpenter on January 24, 1958, and served in this capacity and as a Foreman until June 1, 1967, when he first worked as a Bench Carpenter. While he was working as a Carpenter, he spent a total of 368 days with Gang B and B1, the only gang on which a Bench Carpenter is employed.

The question is what rate Mr. Jardine became entitled to when he became entitled to when he became a Bench Carpenter on June 1, 1967. The question may, for the purpose of simplicity, be put in those terms although in fact the issue only arises with respect to the grievor's alleged entitlement to retroactive pay under amendments to the collective agreement relating to a period later than 1967. The essence of the matter, however, is whether the grievor's experience as a Carpenter was required to be considered in establishing his rate as a Bench Carpenter.

The collective agreement provides for step rates for various classifications, now including the classification of Bench Carpenter. The general provisions governing step rates are contained in article 21 (4) of the collective agreement, which provides as follows:

4. Plumbers, pipefitters, tinsmiths, blacksmiths, railwelders and pump repairers, for whom a rate of \$3.250 per hour effective January 1, 1969; and \$3.461 per hour effective January 1, 1970; is provided in clause (1) of this Section 21, who have had less than four years' experience in the work of their trade on the railway, or elsewhere, of which they can show evidence, shall be paid as follows:

	Rates of Pay Effective	
	Jan. 1 1969	Jan. 1 1970
	Per hr.	Per hr.
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Less than two years' experience	\$2.872	\$3.059
Two years' and under three years experience	2.984	3.178
Three years' and under four years experience	3.118	3.321

Four or more years' experience as a helper with the railway on which employed, will count, upon promotion to the mechanics' classification, as two years' experience as a mechanic.

The rates for Carpenters performing bench work are set out in article 21 (5) which is expressly "subject to the provisions of clause (4)". The classifications of Carpenter and Bench Carpenter are distinct.

In determining the rate payable to the grievor as a Bench Carpenter, the company considered that his "experience" in that trade began on June 1, 1967. Having regard to the last paragraph of clause (4), it was willing to consider one-half of the time he worked on the gang on which a Bench Carpenter was engaged as constituting such experience. It was the union's position that by the time he became a Bench Carpenter the grievor had already had many years experience as a Carpenter, that this constituted the "experience" which would place

him immediately at the highest rate for a Bench Carpenter.

The experience required for the purposes of article 21 (4) is, as the article states, experience in the work of the trade referred to. In the cases of the trades listed in clause (4), there would be no difficulty in ascertaining whether a person had had such experience. His work as a helper in that trade is not "experience in the work of the trade", but is nevertheless related experience, for which credit is given.

The classification of Bench Carpenter is, as has been noted, distinct from that of Carpenter. Where article 21 (4) refers to experience in the work of a trade, it does so in the context of the trades to which the provisions of that article are relevant. In my view, in the case of a Bench Carpenter, an employee's position on the stepped schedule of rates would depend upon his experience as a Bench Carpenter that is to be considered. This experience might have been gained on the railway or elsewhere.

The grievor's experience was as a Carpenter, not as a Bench Carpenter, although, as has been noted, his work as a Carpenter on a gang which employed a Bench Carpenter was considered as analogous to that of a helper. Beyond this, however, it cannot properly be said that the grievor had the sort of experience which would entitle him to a higher place on the stepped schedule as a Bench Carpenter. The classification includes skills which, though related in a general way, would not have been developed by a Carpenter as such. It seems clear that the grievor was not in fact a fully-experienced Bench Carpenter when he moved to that classification, although he was an experienced Carpenter.

For the foregoing reasons the grievance must be dismissed.

J. F. W. WEATHERILL  
ARBITRATOR