

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 251

Heard at Montreal, Tuesday, November 10th, 1970

Concerning

CANADIAN PACIFIC EXPRESS COMPANY (CP EXPRESS)

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT  
HANDLERS,  
EXPRESS AND STATTON EMPLOYEES

DISPUTE:

Claim of the following eight Intrip Clerks

F. J. Jones	A. J. Hebert
J. F. Humphries	H. G. Sims
B. O. Wright	W. A. Hunt
J. A. Morrison	W. Mathieson

Obico Terminal, Toronto, for ten hours overtime pay each, at rate of time and one-half, account work of marking route books assigned to employees of Departments other than the Intrip Department.

JOINT STATEMENT OF ISSUE:

Article 13 Overtime, Clause (J) of Agreement reads:

"Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed formed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee".

At issue is whether or not Intrip Clerks must be considered as the "regular employee" as referred to in Article 13 (j) and therefore given the assignment of making route books when required to be performed on an overtime basis.

FOR THE EMPLOYEES:

(SGD.) L. M. PETERSON  
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) J. T. HARFORD  
DIRECTOR, PERSONNEL

There appeared on behalf of the Company:

F. E. Adlam	-	Industrial Relations Representative, CP Express, Toronto
J. T. Harford	-	Director Personnel, CP Express, Toronto
D. R. Smith	-	Regional Manager, CP Express, Montreal

J. G. MacMillan - Supervisor Personnel, CP Express, Toronto

And on behalf of the Brotherhood:

L. M. Peterson - General Chairman, B.R.A.C., Toronto  
F. C. Sowery - Vice General Chairman, B.R.A.C., Montreal  
M. Peloquin - Admn. Asst. to Int'l. Vice Pres., BRAC,  
Montreal  
V. P. Gray - Grand Lodge Organizer, B.R.A.C., Toronto  
G. Duval - Local Chairman, Lo. 2303, B.R.A.C., Montreal

#### AWARD OF THE ARBITRATOR

The "route books" referred to in the Joint Statement of Issue are street directories, supplied by the company, in which vehicle route numbers are marked. The books are used by Intrip Clerks, and by others, in the course of their work. Each clerk keeps his own book, and relies on the route numbers marked therein. In past years, in Toronto, Intrip Clerks have prepared their own revised route books when, periodically, such revision is necessary. This is duplicating work, and was assigned to the employees on an overtime basis. The marking of these books is not a necessary part of the work of an Intrip Clerk as such, and is also done by others who make use of such books.

In the instant case, the company assigned the work of marking route numbers in route books to other employees than the Intrip Clerks. It may be noted that because of this, the Intrip Clerks could not, as previously might have been the case, be held responsible for the accuracy of the route markings. The only question is whether they were the "regular employees" and entitled to this work, on an overtime basis, to the exclusion of others. In my view they were not. While the work has been done by Intrip Clerks, it has also been done by other classifications, and while it relates to their work, is not itself a part of it. The grievors could not be said to be the "regular employees" with respect to this work, as that phrase is used in article 13 (j) of the collective agreement.

There has been no violation of article 13 (j), and accordingly the grievance must be dismissed.

J. F. W. WEATHERILL  
ARBITRATOR