CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO.307

Heard at Montreal, Wednesday, September 15th, 1971

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

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

DISPUTE:

The Brotherhood claims the Company is violating Article 5 in the 6.1 Agreement in instructing Transcription Typists to take training in the operation of a switchboard at St. John's.

JOINT STATEMENT OF ISSUE:

The Company requires Transcription Typists to take training to operate the switchboard. The Brotherhood has protested this charging that it violates Article 5 in the 6.1 Agreement and it is discrimination against the Transcription Typists, and requests that the concerned employees will be relieved from taking such training.

The Company has denied the Brotherhood's request.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) E. E. THOMS GENERAL CHAIRMAN	(SGD.) K. L. CRUMP ASSISTANT VICE PRESIDENT - LABOUR RELATIONS

There appeared on behalf of the Company:

P. A. McDiarmid	System Labour Relations Officer, C.N.R., Montreal
L. V. Collard	" " " " "
G. J. James	Labour Relations Assistant, C.N.R., Moncton

And on behalf of the Brotherhood:

E. E. Thoms	General Chairman, B.R.A.C., Freshwater, P.B., Nfld.
W. T. Swain	General Chairman, B.R.A.C., Montreal

AWARD OF THE ARBITRATOR

Although there are no agreed-upon Job descriptions covering the jobs coming within the bargaining unit, there do exist statements of the "main duties" of certain jobs, and with respect to the Job of Transcription Typist, there duties have been stated as:

> "Type, telex, teletype, operate stenorette and duplicator."

The job has been bulletined under the following description:

> "Transcribing dictation from Stenorette Machine. Typing statements, stencils, forms and written correspondence. Operating Telex, Teletype, Comtel and Copying Machines."

There were, at the material times, six persons occupying Jobs in this classification. lt would appear that most of their duties came within the general descriptions set out above, although not all entered the classification in response to the bulletin above-quoted. Of the six persons in the classification at the time in question, two had been trained as, and acted as relief switchbonrd operators. It appears that persons classified as transcription typists have acted as switchboard operators from time to time for a number of years. The classification of switchboard operator is at the same wage level as that of transcription typist.

For reasons of flexibility and convenience, the Company decided that all transcription typists should receive training as switchboard operators and directions were issued to this effect. It is the Union's contention that transcription typists may not properly be required to take this sort of training. The matter of training is dealt with in Article 5, of the collective agreement which is as follows:

> "ARTICLE 5 - TRAINING FOR PROMOTION
>
> 5.1 Employees shall be encouraged to learn the duties on other positions and every opportunity shall be afforded them to learn the work on such positions in their own time, and during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The Supervisory Officer may arrange with the interested employees to exchange positions for short temporary periods without affecting the rates of the employees concerned.
>
> 5.2 TRAlNTNG DURING NORMAL WORKlNG HOURS
> An employee required by the Company to take training during his normal working hours will be paid his regular rate of pay while in training.
>
> 5.3 TRAlNING OUTSIDE NORMAL WORKING HOURS
> An employee required by the Company to take training outside his normal working hours will be compensated at his hourly rate of pay while in training.
>
> 5.4 VOLUNTARY TRAINING
> Where training facilities are provided by the Company on a

> voluntary basis, an employee taking advantage of such training will not be compensated."

It is true, as the Union points out, that the general heading of Article 5 is "Training for Promotion", and that the temporary assignment of transcription typist to work as a switchboard operator could not properly be called a "promotion". The article deals generally, however, with the matter of training, and it is obviously to the advantage both of employees and of the Company that employees develop the skills necessary for other Jobs, whether higher-paying or not. Article 5.2, in my view, quite plainly contemplates that the Company may require an employee to take training, and in such a case, as in the circumstances of this case, he must be paid for doing so.

While an employee may be trained for another job, or for some new or incidental aspect of his present Job, he cannot be transferred from his present job except in conformity with the provisions of the collective agreement. In the instant case there is no question of transfer, but only of training to perform, on a relief basis, work which has been an incidental part of the duties of transcription typists for some time. This requirement cannot be said to discriminate against the typists, for it is work which has been assigned to that classification for some time, and an assignment for which a proper business justification exists. As it happens, the two transcription typists who had been trained as, and had acted as switchboard operators were women. The four transcription typists who were required to take training for that job were men. The requirement, however, would apply equally to men as to women, and there would appear to be no reason why it should not be equally applied providing, of course that it is a proper requirement in the first place. As has been indicated above the collective agreement does contemplate that employees may be required to be trained at company expense, and the work for which these employees were to be trained was work which had been done by members of the same classification, and which it was appropriate to assign to them. Accordingly, it cannot be said that the requirement of training was, in the circumstances, a violation of the collective agreement.

For the foregoing reasons the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR