

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 392

Heard at Montreal, Tuesday, December 12th, 1972

Concerning

CANADIAN PACIFIC LIMITED

and

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

DISPUTE:

Claim of employee K. F. Coulson for F-2 level of pay on position of
Typist.

JOINT STATEMENT OF ISSUE:

Mrs. Coulson commenced service in 1966 and was laid off from a
clerical position in Local Freight Office, Winnipeg, in October 1971.
On - reemployment in November 1971, in the Data Centre, Winnipeg, she
was classified as a Typist and slotted at the F-1 level.

The Union contends that pursuant to Letter of Understanding dated
December 15, 1969, copy attached, the F-2 level applies whereas the
Company's position is that under the same Letter of Understanding the
F-1 level is applicable.

FOR THE EMPLOYEES:

(SGD.) R. WELCH
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) R. S. DeMONE
DIRECTOR OF ACCOUNTS

There appeared on behalf of the Company.

G. M. Booth	Personnel Officer, Accounts & Data System, C.P., Montreal
D. Cardi	Labour Relations Assistant, C.P., Montreal

And on behalf of the Brotherhood:

R. Welch	General Chairman, B.R.A.C., Vancouver
W. T. Swain	General Chairman, B.R.A.C., Montreal

AWARD OF THE ARBITRATOR

The letter of understanding referred to in the Joint statement of
issue is as follows:

"With reference to discussions concerning typists' positions included in the Job study under Article II of the Master Agreement of March 14, 1967.

It is agreed that present employees in the typists' classification will be slotted at the F-2 level, but new employees entering the service subsequent to December 15, 1969 will be slotted at the F-1 level. This understanding does not include typists positions in the Accounting-Stenographic Bureau."

The grievor commenced service in 1966 and, had she been employed in the typists' classification at the time of the memorandum, then as a "present employee" in that classification she would have been entitled to the F-2 classification. Her recall from lay-off to that position would not, I think, affect her classification.

In the instant case, however, the grievor was not in the typists' classification at the time of the Memorandum, and so was not affected by it at all. She was first employed as a typist when she was recalled in November 1971, having been laid off the month before. While she was not a "new employee entering the service" at that time, it does not follow that she was improperly classified at the F-1 level. The Memorandum was made pursuant to Article II of the Master Agreement of March 14, 1967, which called for standardization of Job classifications and adjustment of rates. It is clear that the provision with respect to maintaining "present employees" established a form of protection for incumbents in the classification. There is no reason to conclude that other employees should be slotted at the F-2 level should they happen to be transferred subsequently to the typists' classification. That would simply perpetuate the sort of anomaly which the Master Agreement and the Memorandum were designed to correct.

It is clear that the phrase "new employees entering the service subsequent to December 15, 1969 will be slotted at the F-1 level" was not meant to be read literally and in isolation from the rest of the sentence in which it appears. If that were so, then all new employees of the Company would be slotted at the F-1 level, regardless of their work or classification. No one suggests that is the effect of the provision, and clearly, by its terms, the Memorandum deals only with the typists' classification. It deals with "present employees in the typists' classification" and with "new employees entering the service subsequent to December 15, 1969" (the latter referring to persons in the typists' classification). The grievor appears to come within neither one of these groups. It may be, as the Company argues, that where the Memorandum refers to "new employees entering the service" it really should be taken as referring to "employees entering the typists' classification for the first time". This would be consistent with the overall purpose of the Memorandum, but involves an extremely broad interpretation of the rather precise language used, and I do not find it necessary to go that far. Rather, I think it must be said, as above indicated, that the Memorandum does not deal explicitly with the case of a person who, being an employee on or before December 15, 1969, but not then being in the typists' classification, is subsequently transferred to that classification. As I have noted, no reason appears why such

person should have the benefit of the special treatment provided for incumbents, or why the anomaly which the Memorandum was designed to limit, should be extended. Accordingly, on her assignment to the typists' classification, the grievor was properly slotted at the F-1 level.

For the foregoing reasons, the grievance is dismissed.

J. F. W. WEATHERILL
ARBITRATOR