

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 404

Heard at Montreal, Tuesday, April 10th, 1973

Concerning

CANADIAN PACIFIC EXPRESS LTD. (CP EXPRESS)

and

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

DISPUTE:

Claim of the Union that employee performing mail delivery service at Toronto should also receive the Special Allowance paid to Express Vehiclemen provided for in Agreement dated May 11th, 1971.

JOINT STATEMENT OF ISSUE:

March 8th, 1972, bulletin No. 31, was posted for Vehicleman with the duties listed.

June 2nd, 1972, Bulletin No. 80, was posted for Mail Service Clerk with the same duties as listed on bulletin No. 31.

The Brotherhood contends these employees must receive the Special Allowance agreed upon in the Memorandum dated May 11th, 1971.

The Company contends the Allowance does not apply.

FOR THE EMPLOYEES:

(SGD.) L. M. PETERSON
GENERAL CHAIRMAN

FOR THE COMPANY

(SGD.) F. E. ADLAM
DIRECTOR, LABOUR RELATIONS
AND PERSONNEL

There appeared on behalf of the Company.

F. E. Adlam - Director, Labour Relations & Personnel, CP
Express, Toronto

And on behalf of the Brotherhood.

L. M. Peterson - General Chairman, B.R.A.C., Toronto
G. Moore - Vice General Chairman, B.R.A.C., Toronto
F. C. Sowery - Vice General Chairman, B.R.A.C., Montreal

AWARD OF THE ARBITRATOR

The job of Vehicleman, posted by bulletin No. 31, had as its stated duties "Performing mail delivery service re Company business. Other miscellaneous duties that may be required." The person performing such Jobs came within the classification of Express Vehicleman, and as such, being employed at Toronto, was entitled to a special allowance of twenty-five cents per hour over and above the scheduled rate for the classification, pursuant to a Memorandum of Agreement between the parties dated May 11, 1971.

The duties assigned to the Vehicleman appointed under the bulletin were in some ways distinct from those performed by most persons employed in that classification, in that, while he performed pick-up and delivery work with a truck, the bulk of his work consisted of mail pick-up and delivery between various Company offices in Toronto. He was, however, properly within the classification of Vehicleman and was entitled to the twenty-five cent allowance.

After the bulletined job had been performed for several weeks, certain difficulties arose relating to the use of a truck on the assignment, and the employee thereafter used a station wagon. The Company thereupon cancelled payment of the special allowance. This, as the Company acknowledged at the hearing was wrong, since the employee concerned was still classified as a Vehicleman, and could have been required to perform the full range of Vehicleman's duties, given the appropriate equipment. Thus, the grievance filed on May 9, 1972 claiming payment of the special allowance is entitled to succeed with respect to the period during which the employee concerned continued to be classified as a Vehicleman.

Subsequently, the Company determined that it would rebulletin the position, this time under the new classification of Mail Service Clerk. This was done by bulletin No. 80, the duties being stated as "Performing mail delivery service re Company business. Other miscellaneous duties that may be required. Must possess Chauffeur's Licence." Now apart from the stated requirement of a Chauffeur's Licence (Which of course is an implicit requirement for a Vehicleman), the statement of job duties is the same for this new job as it was for the Vehicleman's Job described in bulletin No. 31. It does not follow, however, that the job is the same, and it should be clear from the foregoing that it is not. Certainly the Mail Service Clerk reports to the Dispatcher and it may be that he might be called on in some circumstances to pick up or deliver certain parcels. But the bulk of his work is with Company mail, and it is performed using an automobile or station wagon, not a truck.

Subsequently to the posting of bulletin No. 80, the parties negotiated a rate for the new classification of Mail Service Clerk. The quest of entitlement to the special allowance was left to be determined by Arbitration. The issue is, in effect, whether a Mail Service Clerk is in fact an Express Vehicleman as referred to in the memorandum of May 11, 1971. On the material before me it must be concluded that a Mail Service Clerk is not an Express Vehicleman, and is not entitled to the special allowance which, under the memorandum, does not apply to "any other category of employees".

Subject to the foregoing, the grievance is dismissed.

J.F.W. WEATHERILL
ARBITRATOR