

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 425

Heard at Montreal, Tuesday, November 13, 1973

Concerning

CANADIAN PACIFIC LIMITED (CP RAIL)

and

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

DISPUTE:

Rate of pay to apply to position of "Clerk" Purchasing Department
Saint John, N.B.

JOINT STATEMENT OF ISSUE:

With the integration of Purchasing and Stores functions at Saint
John. N.B., the position of Clerk-Typist SDM level G-1 was
re-classified to that of Clerk and the duties of a Storeman, SDM
level J-1, were added to this position.

The Company contends that this position should be compensated SDM
level H-2 (\$132.32) while the Union contends the SDM level for
Storeman, J-1 (\$143.17), should apply.

FOR THE EMPLOYEES:

(SGD.) W. T. SWAIN
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) GRAHAM LAWSON
GENERAL PURCHASING AGENT

There appeared on behalf of the Company:

G. Lawson	General Purchasing Agent, CP Rail, Montreal
D. Cardi	Labour Relations Officer, CP Rail, Montreal
D. Fahey	Asst. General Purchasing Agent, CP Rail, Mtl.
K. Harman	Office Manager, Purchasing, CP Rail, Mtl.
F.S. Champagne -	Supt. Passenger Services, Atlantic Reg., CP
	Rail, Montreal
M.H. Brookes	Stores Inspector, CP Rail, Montreal

And on behalf of the Brotherhood:

W.T. Swain	General Chairman, B.R.A.C., Montreal
D. Herbatuk	Vice General Chairman, B.R.A.C., Montreal

AWARD OF THE ARBITRATOR

There is a difference of six grades between the salary level of a

Clerk-Typist, that is SDM level G-1 and that of a Storeman, that is SDM level J-1. The Company, in creating the combined jobs of Clerk, in which the duties of a Storeman were added to those of a Clerk-Typist, established a rate at SDM level H-2, being three grades higher than that of a Clerk-Typist.

In effect the Clerk-Typist was required, for some two to three hours per day, on the average, to perform the work of a Storeman. If the two classifications had been retained, and the employee concerned, classified as a Clerk-Typist, had been assigned from time to time to work as a Storeman, he would have been entitled to payment at the higher rate for the work he performed as Storeman. I see no conflict between Article 8.13 and Article 24 in that regard. This course was not followed, however, but a new Job was created, combining the duties of the two other classifications.

While it is true that the employee concerned only carries out the Storeman's aspect of his duties for approximately one-third of the time, there is no limitation as to the range of such duties he may be required to perform, and it would seem that he may be required to perform such duties at any point in the working day. The requirements of the Job, from the point of view of knowledge and responsibility, are the same as those for the Job of Storeman, except that, in addition, the Clerk, unlike the Storeman, must have the typing ability of a Clerk-Typist.

The Job classifications were rated according to the "significant differences" method, and I agree with the Company that, in considering the rates for new positions, regard should be had to that method. The differences between the new combined job, and the other classifications of Clerk-Typist and of Storeman are of two sorts, those relating to job knowledge and responsibility, and those relating to volume of work of a certain type. From the point of view of job knowledge and responsibility it will be apparent from the foregoing that there is certainly a significant difference between the job of Clerk-Typist and the new combined Job of Clerk. The new Job encompasses all the knowledge and responsibility of a Clerk-Typist, and includes as well that of a Storeman. The difference between the new job and that of Storeman is, from this point of view, less striking perhaps, but as I have noted, it encompasses all the knowledge and responsibility of a Storeman, and includes as well that of a Clerk-Typist. When the matter is considered from this point of view, then, either there is no "significant difference" between the classification of Storeman and the new combined Job of Clerk, or, if there is such a difference it would support a higher rate for the new Job, whose duties go beyond that of Storeman.

From the point of view of volume of work, the only comparison which need be made is between the classification of Storeman and the new combined job of clerk. In this respect the Jobs are clearly different in that the Clerk spends some two-thirds of his time performing the functions of a lower-rated Job, namely that of Clerk-Typist. The difficult issue in this case is as to the "significance" of that difference. Even if this is properly considered a "significant difference", its effect must be balanced against that of any "significant difference" from the point of view

of knowledge and responsibility, as discussed in the preceding paragraph.

While the fact that the Clerk spends one-third of his time performing the functions of the higher-rated Job of Storeman, and two-thirds of his time performing the functions of the lower-rated Job of Clerk-Typist is certainly a difference between the job of Clerk and that of Storeman, it must be remembered that the Clerk must be qualified to perform the duties of a Storeman. When he performs "Storeman's Work" he does so without any limitation so far as appears from the material before me. If, to take the obverse of the hypothesis earlier set out, a Storeman were assigned from time to time to perform the work of a Clerk-Typist, he would be paid at all times at the higher rate, as the collective agreement requires.

Although in some cases it may be that the rate for a "combined job" should be set somewhere between the rates for the constituent Jobs, this need not necessarily be the case. Here, while the volume of work in the higher-rated constituent of the combined jobs was relatively small, the qualifications for the combined job were even greater than those for the higher-rated constituent. And while the Clerk performs "Storeman's work" to a lesser degree than a Storeman; he is nevertheless qualified to perform it at all times. Just as a highly-skilled employee who may spend a lot of time on routine work, not calling for the exercise of those skills which justify his high rate, is paid at that rate as long as he remains in the classification, so too the Clerk, being subject to the requirement of performing "Storeman's work" at any time, would be entitled to a rate reflecting that requirement, rather than the actual volume of such work. For this reason, I do not consider the difference in volume of "Storeman's work" to be of a substantial significance in this case to the extent that it is significant, it is balanced by the increase in knowledge or skill requirements expected of a Clerk. It should be emphasized that these conclusions are reached having regard to the circumstances of this particular case. I do not believe there is any inconsistency between what is said here, and what was said in C.R.O.A. Case No. 421, where the circumstances were quite different.

For the foregoing reasons, it is my conclusion that the rate of pay for the combined job of Clerk should properly have been set at SDM Level J-1. Accordingly, the grievance is allowed.

J. F. W. WEATHERILL
ARBITRATOR