

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 488

Heard at Montreal, Tuesday, December 10th, 1974

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

DISPUTE:

The Brotherhood alleges that the duties of positions classified as Car Checkers at Windsor have changed by the addition of a requirement to operate an automobile and are seeking an upward revision in the rate of pay under Article 21.7 of Agreement 5.1. The Company contends that there has been no change in the duties of the Car Checker positions at Windsor since they were agreed to with the Brotherhood in 1962 and consequently there is no violation of Article 21.7.

JOINT STATEMENT OF ISSUE:

The Brotherhood wrote to the Company under Article 21.7 of Agreement 5.1 alleging that for positions of Car Checker at Windsor the character and responsibilities had been changed from those originally established by the addition of the duty of operating an automobile and sought an upward adjustment in wages from the "C" level up to a "D" level on the basis that the positions had been changed to be more comparable to a Yard Clerk at the "D" level. The Company denies that the duties of the Car Checkers at Windsor have changed since they were agreed to by the parties in 1962 at the "C", level of wages.

The Company contends that the duties of the positions are essentially those of car checker, messenger and labourer performing those duties through the operation of an automobile and that these positions were properly graded for all of those duties at the "C" level and accepted as such by the Brotherhood in 1962.

FOR THE EMPLOYEES:

(SGD.) J. A. PELLETIER
NATIONAL VICE-PRESIDENT

FOR THE COMPANY:

(SGD.) G. H. BLOOMFIELD
ASSISTANT VICE-PRESIDENT
LABOUR RELATIONS

There appeared on behalf of the Company:

P. A. McDirrmid System Labour Relations Officer, C.N.R.,
Montreal

And on behalf of the Brotherhood:

J. D. Hunter Regional Vice President, C.B.R.T., Toronto

R. Tino Local Chairman, Lo.185, C.B.R.T., Windsor

AWARD OF THE ARBITRATOR

Article 21.7 of the collective agreement is as follows..

"21.7 No change shall be made in agreed classifications or basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates of pay are proposed, or when it is considered that a position is improperly classified or rated, the work of the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the Company and the Regional Vice-President of the Brotherhood, with the object of reaching agreement on revised classifications and/or rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same."

The classification of Car Checker at Windsor was agreed in 1967 to fall within the "C" level of pay. The main duties of the Job were then described as "Check cars in yards and post to register". Similar duties, in more detail, have been set out in advertisements for Car Checker Jobs at other terminals, and the "C" level of wages has been involved. There was no mention of the operation of a Company vehicle being required in these other cases.

A meeting was held between the parties in 1972 at which a job description was discussed, and which included a reference to the operation of a Company vehicle. This meeting was apparently in contemplation of certain changes in operation, and changes were subsequently introduced.

The Job description referred to above is as follows:

"ESSENTIAL	Must have valid chauffeur's license. Must have REQUIREMENTS full knowledge of Yard Office procedures and of Windsor terminal territory. Must be knowledgeable in car equipment types. Other related assigned duties.
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BASIC JOB CONTENT

- Drives company automobile to perform major portion of duties.
- Makes quality checks of Windsor terminal tracks.
- Checks inbound and outbound CN and N&W trains as required.
- Checks cars received in interchange.
- Picks up and delivers mail, switch lists and waybills.

- Picks up CN and N&W train crew members as required. Station to Car Control office or bunk room, etc.
- Be required to Xerox switch lists train and yard checks from George Ave. to Car Control office.
- Be required to assist with heaters in perishable cars when necessary.
- Other related assigned duties.

TASK

- Receives update of operations at Car Control office.
- Pick up Royal Mail from Post Office and deliver to Car Control Office.
- Quality check Trn. 477, Zones B, E, F and G as required.
- Xerox completed switch lists, checks to Car Control.
- At approx. 1030 hrs. pick up mail from Superintendent's office, Car Control and deliver to station for Trn. #146.
 Note. Pick up flagman from bunkhouse for #146 if required.
- Physically check ETR interchange (receipts) "1100 hrs. as required, and Xerox same to Car Control.
- Quality check trackage in Zones B, E, F, G and J as requested by Car Control.
- Physically check head end of ND #27 (Canadian lifts) at station.
 Pick up Condr. and trainman and take to Car Control office.
- Quality check DN #28. Return all completed switch lists, checks, etc. to Car Control.
- Deliver RRB mail to G.T.W. Detroit, 131 W. Lafayette and return with CN mail to Car Control.
- Assist with heaters as required.
- Other related duties. (car ferry)
 * Note: This may not be necessary, depending if other arr. can be made.
- Pick up Waybills CN & NW Slip Dock
- Call yardmen which don't have phone."

The evidence is that the Car Checker at Windsor performs these duties (which certainly go beyond those of checking and posting cars), and that as well they check cars on industrial sidings and "interface" (which probably means "deal with") with customers in the matter of picking up and delivering bills of lading. These latter duties (also involving the use of an automobile, are characteristic of the job of Siding Checker, or "Mobile Car Checker" as it is sometimes known.

I agree with the Company's contention that the mere fact of a requirement to drive a Company vehicle would not in itself justify the slotting of a position at the "D" level. A Motor Messenger, for instance, drives a Company vehicle, but receives a rate lower than that of a Car Checker. The matter is to be decided having regard to all aspects of the job, in its relation to others, and the requirement of driving Company vehicles, while material, is not decisive. It is noteworthy that the position of Chauffeur, which involves the responsibility of transporting Company personnel, is paid a higher rate than that of Car Checkers. In this connection, it must be observed that Car Checkers may be required, under the Job description, to transport crew members.

When the actual job duties (according to the evidence) of Car Checkers at Windsor are considered, it appears that these not only go well beyond the earlier requirements of checking cars in yards and posting, but also go beyond the expanded job description discussed in 1972. The use of a Company vehicle is a factor to be considered, but may have been taken into account in 1972. If there was an agreement reached then, it was done before the changes in operations were introduced, and the actual operations, according to the evidence, include the performance by Car Checkers of work that could properly be performed only in one of the higher categories, such as Yard Clerk or, at Windsor, Interchange Clerk or, most particularly, Siding Checker of "Mobile Car Checker". From the material before me, the Car Checkers at Windsor are required to perform the work of this latter classification. As long as their duties extend that far, their jobs should be reclassified to reflect that scope.

For the foregoing reasons, the grievance is allowed. It should be noted that this conclusion is based on the evidence in this case, and that the function of driving a Company vehicle, while a material consideration, is not necessarily a decisive one.

J. F. W. WEATHERILL
ARBITRATOR