CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 523

Heard at Montreal, Wednesday, September 10, 1975

Concerning

CANADIAN PACIFIC TRANSPORT COMPANY LIMITED
(C.P. TRANSPORT)

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

DISPUTE:

Claim of R. Shelly, Vancouver, that he was not permitted to displace serviceman R. Goldberg, who was junior in seniority, and assume the duties that were being performed by Mr. Goldberg.

JOINT STATEMENT OF ISSUE:

R. Shelly, whose position was abolished, advised the Company he would displace junior employee R. Goldberg, classified as a serviceman. Although the Company permitted Mr. Shelly to displace Mr. Goldberg as a serviceman, they refused to assign the sane duties to Mr. Shelly as were performed by Mr. Goldberg.

The Union claim the Company violated Article 15.2 of the collective agreement when it refused to assign Mr. Goldberg's duties to Mr. Shelly.

The Company disagreed with the Union's interpretation of Article 15.2.

FOR THE EMPLOYEE:	FOR THE COMPANY:
(SGD.) R. WELCH SENIOR GENERAL CHAIRMAN	(SGD.) C. C. BAKER DIRECTOR, LABOUR RELATIONS AND PERSONNEL

There appeared on behalf of the Company:

C. C. Baker, - Director, Labour Relations & Personnel, CP Transport, Van.

And on behalf of the Brotherhood.

R. Welch - Senior General Chairman, B.R.A.C., Vancouver
M. Johnson - Local Chairman, Lo.2315, B.R.A.C., Vancouver

AWARD OF THE ARBITRATOR

The grievor, in the exercise of his seniority, quite properly displaced a junior employee, classified as a serviceman. Article 15.2 permits the displacement of junior employees where the senior employee is qualified for that position. The grievor was qualified for the position of serviceman. In my view, once the grievor was allowed to displace the junior employee, and assigned to the position of serviceman, the provisions of the collective agreement were complied with.

The grievor was not assigned to the same duties which had been performed by the junior employee. He was, however, assigned to duties properly within the scope of the classification of serviceman. It is not a question of the grievor's being misled, for it appears he was advised that he could be assigned serviceman's duties, but not the work formerly performed by the junior employee, who may have been performing tasks outside of that classification.

Since the grievor was assigned work within the scope of his classification, and since he was not misled as to what his job would be, there appears to be no ground of complaint which could be based on any article of the collective agreement to which I was referred. Certainly there was no violation of article 15.2, which permits just such a displacement as took place, but does not relate to the assignment of particular tasks.

The grievance must therefore be dismissed.

J. F. WEATHERHILL
ARBITRATOR