CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1897

Heard at Montreal, Wednesday, 15 March 1989

Concerning

VIA RAIL CANADA INC.

And

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

DISPUTE:

Classification of a position at Windsor, Ontario.

JOINT STATEMENT OF ISSUE:

On July 22, 1987, the Corporation notified the Brotherhood of its intention to reclassify the position of Senior Counter Sales Agent/Senior Station Services Agent held by Mr. R. Patrick. This position was reclassified effective November 2, 1987 to Senior Station Services Agent.

The Brotherhood contends that the position was discontinued and the new one established without any change in the class of work performed before or after the rate was reduced, in violation of Article 21.6 of Agreement No. 1.

The Brotherhood seeks the re-establishment of the old rate and compensation to Mr. Patrick for lost wages and benefits from November 2, 1987 until such time on the old rate is restored.

The Corporation denies the Union's contentions and has declined the grievance at all steps of the grievance procedure on the basis that the grievor is performing work as Senior Station Service Agent and is compensated in accordance with the Collective Agreement.

FOR THE BROTHERHOOD:	FOR THE CORPORATION:
(Sgd) TOM McGRATH	(Sgd) A. D. ANDREW
National Vice-President	Director, Labour Relations

There appeared on behalf of the Corporation:

C. Pollock	- Officer, Labour Relations, Montreal
M. St-Jules	- Manager, Labour Relations, Montreal
J. R. Kish	- Officer, Labour Relations, Montreal
A. Henery	- Officer, Labour Relations, VIA Ontario
R. Doherty	- District Supervisor, Station Sales and Services, VIA Ontario

And on behalf of the Brotherhood:

T. N. Stol - Regional Vice-President, Toronto

AWARD OF THE ARBITRATOR

The issue to be resolved in this grievance is whether the Corporation has violated Article 21.6 of the Collective Agreement. It provides as follows:

> 21.6 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.

The threshold question is whether a new position has been created by the reclassification of the grievor's position to Senior Station Services Agent. The designation "Senior Station Services Agent" is an already existing classification found within the wage scale contained within Appendix A to the Collective Agreement. It is not disputed that Mr. Patrick performs the duties of that position which are generally described as follows:

SENIOR STATION SERVICES AGENT

- Controls passenger boarding and unboarding.
- Controls baggage loading and unloading.
- Provides information and help to passengers.
- Receives, checks and delivers baggage.
- Prepares and compiles schedules, reports and files regarding train performance.
- Labels and stores excess baggage.
- Collects and transfers funds related to station operations.
- Consults, compiles and distributes passenger lists and train consists.
- Supervises and coordinates station operation, in the absence of the Supervisor.
- Drives baggage truck when required.
- Performs other related duties as assigned.

There is a certain overlap between the work of a Senior Station Services Agent and that of a Senior Counter Sales Agent with baggage duties. The tasks of the latter classification are the following:

SENIOR COUNTER SALES AGENT - W.B.D.

- Sells VIA and interline tickets.
- Secures and confirms reservations.
- Balances daily ticket sales.
- Provides train and rate information to the public.
- Receives and checks baggage.
- Applies storage tags and stores excess baggage.
- Transports baggage to and from trains.
- Collects and remits monies.
- Operates tractor as required.
- Makes bank deposits and handles correspondence.

- Provides supervision.
- Other related duties as assigned.

The material reveals that the dual position held by the grievor was instituted in August of 1981. While precise figures have not been tabled in evidence, it appears that at or about the time the dual position was established the grievor was required to do occasional work as an extra Counter Sales Agent according to need. The unrebutted assertion of the Corporation is that the requirement for him to perform Counter Sales Agent work, including the sale of tickets, occurred less and less frequently over the years. The Brotherhood, which bears the burden of proof in this grievance, has adduced no evidence to the contrary. It merely asserts that the dual position has always involved some degree of ticket sales and that aspect has never changed.

The instant case must be resolved having regard to the core functions of the grievor's position. The fact that he may occasionally or peripherally perform the duties of a higher or lower rated classification cannot be looked to for the purposes of assessing his classification under the wage scale of the Collective Agreement. The core functions of the Senior Station Services Agent relate to controlling passengers and their baggage, while those of the Senior Counter Sales Agent pertain to the sale of tickets, reservation services and related duties. The material filed by the Corporation reveals that in a six month period between March and August of 1987, inclusive, Mr. Patrick had occasion to sell tickets on only twelve working days. During two separate months during that period he sold no tickets at all, and in one month did so on only one occasion.

In these circumstances, whatever facts may have obtained in 1981, the Arbitrator must conclude that the Corporation was correct in its assessment that in fact Mr. Patrick was performing the duties of a Senior Station Services Agent, and had an insufficient involvement with the core functions of the Senior Counter Sales Agent to justify maintaining his dual classification. By classifying Mr. Patrick as a Senior Station Services Agent, the Corporation was simply attaching the correct position title and wage rate to the work which he actually performs. Nor does the material disclose any violation of Article 21.7 of the Collective Agreement.

Lastly, no prejudice has resulted to Mr. Patrick insofar as the application of the Collective Agreement is concerned, to the extent that he is paid the Counter Sales Agent rate, under the provisions of Article 21.1 of the agreement, when actually assigned to temporary service in that capacity.

For the foregoing reasons the grievance must be dismissed.

March 17, 1989 (Sgd.) MICHEL G. PICHER
ARBITRATOR