CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 261

Heard at Montreal, Tuesday, February 9th, 1971

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

DISPUTE:

The Brotherhood claims that the provisions of a Letter of Understanding were violated.

JOINT STATEMENT OF ISSUE:

A letter of Understanding dated April 19, 1967 between the Company and the Brotherhood indicated the level of work to be performed by various classifications at the Toronto Express Terminal and included coding of carts as a level of work to be performed by Warehousemen Grade 2. The Brotherhood has protested that the Company in requiring Motormen to code cart has violated this Letter of Understanding.

FOR THE EMPLOYEES:

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

FOR THE COMPANY:

(SGD.) K. L. CRUMP
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

D. O. McGrath	– System Labour Relations Officer, Montreal
P. A. McDiarmid	– System Labour Relations Officer, Montreal
L. V. Collard	– System Labour Relations Officer, Montreal
G. B. McKeown	– General Supervisor Operations, Toronto

And on behalf of the Brotherhood:

J. D. Hunter	– Regional Vice-President, Toronto
T. Stol	– Local Chairman, Toronto

AWARD OF THE ARBITRATOR

In 1967 the LCL Freight and Express services operated by the company at Toronto were integrated. After negotiations between the parties, a Memorandum of Agreement was entered into, establishing certain classification and rates of pay, including those of Warehousemen and Motormen. A letter of understanding supplemental to that agreement contained in an appendix a statement showing the duties attached to the various shed classifications. The duties shown, it was said, were not meant to represent exhaustive description but rather to indicate the level of work to be performed.

The duties of a Warehouseman Grade 2 are set out in some detail in the appendix to the letter of understanding. Among the many duties listed is that of coding carts. The position of Motorman is not listed in the appendix nor did the parties refer to any statement relating to the duties of that classification. The company has required motormen to code carts, and it is said by the union that this is contrary to the letter of understanding. The complaint, it appears, is made on behalf of the Warehousemen, that it is their work; no complaint seems to be made by the Motormen.

The work of coding carts is not in itself onerous. The work involves a knowledge of the coding system, or at least an ability to make use of the information readily available. The job is one of the new aspects of the integrated operation in which a towveyor cart is used in the handling an sorting of traffic. Each cart must have the appropriate code numbers applied to it, a task which would, it is clear, usually take a knowledgeable employee only a few seconds to perform. Since the opening of the integrated facility Motormen have unloaded their vehicles, sorted traffic into towveyor carts, coded the carts and placed them on the towveyor lines. The Motormen have been trained for this work, and have been supplied with, and instructed on the use of Spur Code Books, containing the code numbers to be used in directing traffic to its proper destination.

Apart from the effect, if any, of the letter of understanding on the matter, it could not be said that there is any valid ground for restricting the Motormen from performing the functions of unloading their vehicles, and placing the traffic in towveyor carts and then on towveyor lines. Nothing in the letter of understanding prevents them from doing this work, nor is it suggested that it is improper for them to do it. The only ground of objection relates to the coding of the carts. That task is clearly ancillary, and essential, to the quite proper work of loading the carts and placing them on the conveyor system. There is no explicit prohibition against Motormen performing the coding function in connection with what is clearly their proper work. In my view, it is wrong to infer such a prohibition from the fact that in the appendix to the letter of understanding this task is among those shown as coming within the scope of a Warehouseman Grade 2's classification.

The description of duties set out in the appendix was expressly for the purpose of indicating the level of work to be performed. It is not an exhaustive description, and there is nothing to indicate that it was intended to be an exclusive description. Certainly it would be quite proper to assign the task of coding carts to Warehousemen Grade 2. There are often however, tasks which may appropriately be performed in the course of the work of a number of distinct classifications. The mere fact that some task is properly done within the scope of one classification does not suggest that it cannot also properly be done within the scope of another. Exclusivity of work – except perhaps in tasks calling for the particular expertise of a skilled trade – would have to be established by some express provision. This is particularly so where it is alleged that an employee ought not to perform some task which is ancillary and necessary to his main job, and which it is most efficient for him to do. It is not a case of "manipulating" an agreed wage classification: it is a case of making an assignment of an ancillary task where it is reasonable to do so, and where there is no prohibition against doing so. In the instant case, the appendix to the letter of understanding cannot properly be said to have the effect urged by the union.

For the foregoing reasons, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR