

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 414

Heard at Montreal, Tuesday, July 10th, 1973

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL
WORKERS

DISPUTE:

Grievance of Mr. L. Hall that he was not awarded a position he applied for although he was the senior applicant.

JOINT STATEMENT OF ISSUE:

The Brotherhood contends that Mr. L. Hall was qualified for and should have been assigned to a position of Clerk-Interline Rates and Division advertised on March 29, 1972. A junior employee, Miss R. Balsler, was assigned. The Brotherhood contends that Article 5(d) of Agreement 5.15 was violated when the senior applicant was not assigned to the position. The Company denied there was any violation of the agreement.

FOR THE EMPLOYEES: FOR THE COMPANY:

(SGD.) J. A. PELLETIER (SGD.) G. H. BLOOMFIELD

NATIONAL Vice-President ASSISTANT Vice-President, LABOUR RELATIONS

There appeared on behalf of the Company:

G. J. James – Labour Relations Assistant, Montreal

D. F. Wells – Chief Accountant-Revenues, Montreal

J. R. Jourdenais – Manager, Personnel Services-Accounting & Finance, Montreal

R. E. Richardson – Personnel Supervisor, Accounting & Finance, Montreal

P. A. D. Rose – General Supervisor Rates-Revenue Accounting, Montreal

And on behalf of the Brotherhood:

P. E. Jutras – Regional Vice-President, Montreal

J. A. Pelletier – National Vice-President, Montreal

D. J. O’Borne – Local Chairman, Montreal

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AWARD OF THE ARBITRATOR

The grievor, at the time of the posting of the bulletin for the job of Clerk-Interline Rates and Divisions, was employed as a Checker-Revision of Accounts. He had very considerable seniority with the Company, and was the senior applicant for the job in question. He had, however, only a few

months' experience in the Freight Division, his work previously having been in the Passenger Division.

By Article 5(d), appointments to bulletined jobs are to be made by the supervisory officers of the Company. Consideration is to be given to both qualifications and seniority; qualifications being sufficient, seniority shall govern. Here, there is no question as to the grievor's seniority. The provisions of the collective agreement do not set up a contest for the job, and the only question is whether the grievor had "sufficient" qualifications to perform it.

Sufficiency of qualifications for a job means, in my view an ability to carry out the major duties of the job to a reasonable standard. That qualifications be "sufficient" suggests attainment of a certain threshold of efficiency, that is, that the applicant can bring himself within the range of acceptable performance.

It was the Company's determination that the grievor was not sufficiently qualified for the job in question. While his seniority was recognized – and while his general abilities led to his subsequent appointment to a higher-rated job – it was felt that he could not then perform the particular job in question to an acceptable standard. This view was supported by reference to the grievor's actual duties while in the Freight Department, and a comparison with those of the posted job. The latter call for a knowledge of divisions and rates of a complex nature, which can only be gained by experience. The Company's supervisory officers, who must make the decision, decided that the grievor, by reason of lack of such experience, was not "sufficiently qualified" for the job. I am unable to say, on the material before me, that this decision was wrong.

The Company appointed a junior applicant to the job. It did consider that the junior applicant was sufficiently qualified, but admitted, in correspondence with the Union on this matter that it was "somewhat of a borderline case". Neither the grievor nor the successful applicant was, in the Company's view "ideally qualified". The successful applicant was, however, considered to be "sufficiently qualified" whereas the grievor was not, because of his limited experience with divisions and his complete lack of experience on rates.

From the foregoing, I must conclude that it has not been shown that the grievor was, at the time of the bulletin, "sufficiently qualified" to perform the job. Accordingly the grievance must be dismissed.

(signed) J. F. W. WEATHERILL

ARBITRATOR