

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 421

Heard at Montreal, Wednesday, October 10th, 1973

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

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

DISPUTE:

Determining hourly wage rate for employees directing traffic at Port aux Basques, Nfld.

JOINT STATEMENT OF ISSUE:

In 1972 the Company assigned employees at Port aux Basques, Newfoundland to direct traffic and paid them stower's rate at \$3.343 per hour.

On November 9, 1972 the matter was raised with the Company in order to establish classification and rate for the positions.

The Company has offered that the positions be classified as Traffic Attendant with a wage scale at a rate equal to that of a Labourer. The Brotherhood is not in agreement with this and suggested that the employees should be paid a wage that will equal that of Checkers.

The Company has declined this.

FOR THE EMPLOYEES: FOR THE COMPANY:

(SGD.) E. E. THOMS (SGD.) G. H. BLOOMFIELD

GENERAL CHAIRMAN ASSISTANT Vice-President, LABOUR RELATIONS

There appeared on behalf of the Company:

G. J. James – Labour Relations Assistant, Montreal

J. D. Pelrine – Labour Relations Assistant, Moncton

And on behalf of the Brotherhood:

E. E. Thoms – General Chairman, Freshwater

P. J. Lamond – Local Chairman, Port aux Basques

AWARD OF THE ARBITRATOR

Article 19.5 of the collective agreement provides as follows:

19.5 The classifications and rates of pay for additional positions established in staffs covered by the Agreement shall be in conformity with classifications and rates of pay for positions of similar kind or class covered by this Agreement.

It is alleged, in effect, that employees directing traffic at Port aux Basques come within an additional position established under the agreement. While the work in question seems to have developed into a distinct job over a number of years, it was first bulletined as such in May, 1972. The duties were set out in the bulletin as follows:

Direct passenger automobile traffic on and off vessels. Positioning automobiles and trailers in parking lots. Measure length of trucks, trailers, camper trailers, etc. to enable passenger salesman to assess charges in accordance with appropriate passenger tariffs. Clean parking lots of debris.

It is not necessary in this award to deal with the arguments raised as to the timeliness of the grievance. The matter may be dealt with on its merits, and while the procedure for establishing wage rates for new jobs set out in Article 25 may be considered to apply, the substantial question is whether the rate for the job in question is in conformity with classifications and rates of pay for positions of similar kind or class covered by the collective agreement, as appears from Article 19.5, set out above.

The Company has paid employees working on the job in question Port aux Basques at the rate of Stower, the classification from which employee on the job were usually drawn. At first, stowers would work on the job in question from time to time, as an extension of their ordinary duties, and, as has been noted, the work gradually evolved into a distinct job. The stower's rate is the same as that paid to the classification of Loader, Winchman, Signalman and Cooper, and these jobs, it seems, include such tasks as loading and securing freight in rail cars and in ships, operating ship's winches, signalling heavy lifts, sealing cars and maintaining seal records, and recoopering damaged freight. Whatever may be said as to the relative difficulty of these jobs, it would seem to be generally the case that they are not of a lower order than those of the job of directing traffic. The stower's rate is not the lowest; lower rates are paid to Freight Trucker and Transportation Labourer and while the job of directing traffic would appear to be somewhat more complex than these, the difference does not seem striking.

Similar jobs exist at North Sydney, where it comes within a bargaining unit represented by the International Longshoremen's Association, and at Borden and Cape Tormentine, where it is in a unit represented by the Canadian Brotherhood of Railway, Transport and General Workers. In each case of course the rate comes within a different rate structure and was negotiated as part of a different agreement. In one case the rate paid (at the material times) for this work was higher, and in the other case lower, than that paid at Port aux Basques. Consideration of the job as it exists in other bargaining units is not of assistance in this case, and it should be remembered that under Article 19 regard is to be had to similar positions "covered by this Agreement."

The Union proposed that the job in question be paid at the rate of Freight Checker. That classification is defined in Appendix III of the collective agreement as follows:

A "Freight Checker" is one who checks freight between freight sheds, cars, boats or trucks, who supervises the proper loading and unloading of freight, and is responsible for the accuracy of weights, number of packages, addresses and marks.

The Company stated that a Checker normally operated as a "leading hand", directing the stowers and truckers as to placement or removal of freight. The Union objected to this description, and it would appear, from the material before me, that it is not accurate to describe a Checker as a "leading hand". He may be called on to act as such, but he is not necessarily the lead hand of any group assigned to such work. Nevertheless, it is clear from the definition in Appendix III that he does have certain supervisory functions at that level. In any event, it seems clear that a Checker has a broader range of duties, in some cases of more difficulty and entailing more responsibility, than those of Stowers, Loaders, and the others referred to. These duties are also of a broader range, of more difficulty and entail more responsibility than those assigned the parking lot employees on the job here in question.

In my view, it cannot properly be said that an employee directing traffic would be entitled to payment at the same rate as that of a Checker. Having regard to all of the material before me, it is my view that the classification and rate of pay for employees directing traffic at Port aux Basques which would be in conformity with classifications and rates of pay for positions of similar kind or class covered by the collective agreement, would be the rate of stower. That is in fact the rate which has been paid. Accordingly, there has been no violation of the collective agreement. For the foregoing reasons, the grievance is dismissed.

(signed) J. F. W. WEATHERILL

ARBITRATOR