

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 559

Hearing at Montreal, Tuesday, September 14, 1976

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

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

DISPUTE:

The Brotherhood claims that the Claims Inspector's position at Cornerbrook, should be reclassified to be an Investigator.

JOINT STATEMENT OF ISSUE:

The Brotherhood claims that the Claims Inspector's position has changed to a degree that he is performing similar duties of an investigator and therefore, should be reclassified to the position of Investigator.

The Company claims the Claims Inspector does not have the same authority and responsibility for handling claims as the investigator has and has denied the reclassification request.

The Brotherhood is claiming relief under Article 18 in the 6.1 Agreement.

FOR THE EMPLOYEE:

(Sgd.) E. E. THOMS
GENERAL CHAIRMAN

FOR THE COMPANY:

(Sgd.) S. T. COOKE
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

A. D. Andrew – System Labour Relations Officer, Montreal
W. J. Kane – Merchandise Claims Officer, St. John's
N. B. Price – Labour Relations Assistant, Moncton

And on behalf of the Brotherhood:

E. E. Thoms – General Chairman, Freshwater, P.B.,
R. Byrne – Local Chairman, Cornerbrook
M. J. Walsh – Local Chairman, St. John's

AWARD OF THE ARBITRATOR

Article 18.8 provides as follows:

18.8 No changes shall be made in agreed basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in basic rates of pay are proposed, the work of the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the Company and the General Chairman, with the object of reaching agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

The job of claims inspector is an E level position carrying a rate of \$231.82 per week. The Union's contention is that the job has changed in its duties and responsibilities so that it comes within the scope of that of investigator. The job of Investigator may be at the H or I level, although it seems that at present only I level Investigators are employed, at a rate of \$264.97. The difference in levels would appear to reflect mainly a difference in the size of claims for which an investigator may be responsible.

In support of its contention that the job of claims inspector has changed, the Union refers to the way it has been described on various occasions. In February, 1968, it was referred to in a Memorandum of Agreement as follows:

Inspect damaged shipments and prepare reports.

In September, 1974, it was described in a bulletin as follows:

Making claims inspections, processing claims, disposal of damaged goods.

In November, 1975 it was described in a task list as follows:

Making claims inspections i.e. customer contact re claims; photos damaged goods; compiling claims reports, conversing with customers re acceptance damaged goods for agreed percentage of claims; inspecting methods used loading and unloading to and from rail cars.

The claim before me appears to be made with respect to a particular claims inspector, stationed at Cornerbrook. This employee, it is agreed, is experienced and knowledgeable, and may well be qualified for higher-rated work. The position, however, is one which exists at a number of locations. In every case, a final determination as to payment is made, not by a claims inspector, but by the Merchandise Claims department at a "headquarters" location. It is no doubt the case that the Merchandise Claims department virtually always accepts the suggestions of the claims inspector at Cornerbrook, experience having shown that such suggestions are sound. The ultimate responsibility for the decision nevertheless rests with the Merchandise Claims department.

In its original reply to the grievance the Company referred to the investigator's handling both express and freight claims. The descriptions referred to above do not indicate that the work of a claims inspector was restricted to express claims, and it appears that a claims inspector may handle both express and freight claims. He is not, however, required to have the same knowledge of tariffs, freight claim rules, customs regulations and the like which is required of an Investigator. There is, in any event nothing in the material before me to show that the duties of a claims inspector have changed in this respect.

In the case of the claims inspector at Cornerbrook, the general apportionment of his time as between claims inspections, processing of claims and disposal of damaged goods approximates that of others in the same classification or in related classifications under other collective agreements. While the job may, in the normal course of things, have altered in some of its detail or methods over the years, it has not been transformed into another job, rated at three or four jobs classes higher. In particular, there have not been added to it the essential decision-making authority or the extensive knowledge requirements that characterize the job of investigator.

For the foregoing reasons, I cannot conclude that there have been changes in the character of the duties or responsibilities of the job of claims inspector which would require its re-classification as that of investigator. Accordingly, the grievance must be dismissed.

(sgd.) J.F.W. WEATHERILL
ARBITRATOR