

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 1079

Heard at Montreal, Tuesday, May 10, 1983

Concerning

### CANADIAN PACIFIC LIMITED

and

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

#### DISPUTE:

Claim on behalf of Messrs. P. Racette and M. Sicotte in which it is claimed that junior employees worked overtime on May 1, 1982, in violation of article 9.10 (b) (3).

#### JOINT STATEMENT OF ISSUE:

Messrs. Racette and Sicotte complied with article 9.10 (b) (3) of the collective agreement by establishing themselves on the overtime seniority list in the classification of "Storeman". The employees who worked the overtime on May 1, 1982, were qualified Order Picker Storemen.

The work on May 1, 1982, was performed during a period of Annual Inventory and the Union contends that since all classifications were paid at the Storeman rate of pay, Messrs. Racette and Sicotte should have worked the overtime.

The Company denied the claim.

#### **FOR THE BROTHERHOOD:**

**(SGD.) W. T. SWAIN**  
FOR: GENERAL CHAIRMAN

#### **FOR THE COMPANY**

**(SGD.) G. H. COCKBURN**  
MANAGER OF MATERIALS

There appeared on behalf of the Company:

R. L. Benner – Assistant Manager of Materials, Montreal  
J. Viens – Assistant Superintendent of Materials, Montreal  
P. E. Timpson – Labour Relations Officer, Montreal  
M. M. Yorston – Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

W. T. Swain – General Chairman, Montreal  
P. Vermette – Vice General Chairman, Montreal  
C. Pinard – Local Representative, Montreal  
P. Rouillard – Local Representative, Vancouver

#### **AWARD OF THE ARBITRATOR**

Article 9.10 (b) (3) provides, among other things, that employees who have placed their names on the overtime list may be required to work overtime when so assigned. In the instant case the grievors, whose names were on the overtime list, were not assigned the overtime work in question, although junior employees were.

The grievors were in the classification of Storeman. The overtime work, which was inventory work, was paid for on the basis of the Storeman rate of pay. In fact, however, the work which was required to be done and which was done was work coming within the scope of the classification of Order Picker Storeman. Employees in that classification operate a platform lift device. The employees who worked the overtime were Order Picker Storemen, and operated the platform lift. The grievors were not in that classification. The work required to be done was not the grievor's work and did not come within their job classification. The mere fact that the rate of pay for it was the same as theirs does not support the conclusion that they were entitled to the assignment.

There was no violation of the collective agreement in these circumstances, and the grievances must be dismissed.

**(signed) J. F. W. WEATHERILL**  
**ARBITRATOR**