

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2382

Heard at Montreal, Wednesday, 14 July 1993

concerning

VIA RAIL CANADA INC.

and

**CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS**

DISPUTE:

The appropriate wage classification for the position occupied by Ms. V. Wylie.

JOINT STATEMENT OF ISSUE

The Brotherhood has requested that the position of General Operations Clerk (Crew Clerk)/Control Clerk held by Ms. V. Wylie be reclassified to a Level I in line with Article 21.7 of Collective Agreement No. 1.

The Corporation believes that the position is properly classified and that the incumbent, Ms. Wylie, has been compensated in accordance with Collective Agreement No. 1.

FOR THE BROTHERHOOD:

FOR THE CORPORATION:

(SGD.) T. N. STOL
NATIONAL VICE-PRESIDENT

(SGD.) C. C. MUGGERIDGE
DEPARTMENT DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Corporation:

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| C. Rouleau | - Senior Officer, Labour Relations, Montreal |
| D. Fsher | - Senior Negotiator & Advisor, Labour Relations, Montreal |
| J. Kish | - Senior Advisor, Customer Services, Montreal |
| M. Watson | - Assistant-Manager, Customer Services, Montreal |

There appeared on behalf of the Brotherhood:

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| M. Lesperance | - Representative, Toronto |
| T. N. Stol | - National Vice-President, Ottawa |
| V. Wylie | - Grievor |

AWARD OF THE ARBITRATOR

The material before the Arbitrator establishes that for two days of each week Ms. Wylie performs the duties and responsibilities of a Control Clerk, paid at classification level I. For three days weekly she is assigned to work as a General Operations Clerk (Crew Clerk), paid at the lower classification of level G. The Brotherhood submits that there is little distinction between the GOC functions and those of Control Clerk performed by Ms. Wylie, and seeks a reclassification of her position to a classification level I pursuant to the provisions of article 21.7 of the collective agreement.

The material before the Arbitrator establishes that there is some degree of overlap between the functions of the General Operations Clerk and those of the Control Clerk. There are, however, differences in the level of responsibility and judgment exercised in the two functions. An employee charged with the duties and responsibilities of a Control Clerk exercises a greater degree of decision making and discretion than does a person fulfilling the more clerical and routine functions of the General Operations Clerk. Much of the sentiment underlying the grievance is, I think, motivated by the fact that Ms. Wylie works in a busy setting with a relatively small number of fellow employees and supervisors. She, like others, is periodically called upon to answer calls and inquiries, and to troubleshoot as needs arise. In that setting it is not uncommon for her occasionally to perform duties normally associated with the job of Control Clerk while she is assigned as a General Operations Clerk. It further appears that the depth of her knowledge of the ReserVIA system, gained in a prior job assignment, enhances her ability to solve problems and, to some degree, prompts her greater involvement in that regard. It also appears that she is a self-starter with greater than average interest in her work and the problems of her employer.

Under article 21.7 of the collective agreement a change in the classifications agreed to within the terms of the collective agreement is not to be made unless it is established that the change in classification or rates of pay is "... warranted by changed conditions resulting in changes in the character of the duties or responsibilities." In the case at hand the burden of proof is upon the Brotherhood. It must establish that there has been a significant change in the duties and responsibilities of Ms. Wylie, so as to justify the reclassification sought.

The Arbitrator can understand the grievor's concern. It is obvious that she is a progressive and productive employee of substantial value to the Corporation. However, it is difficult to sustain the grievance on the evidence presented. I must give some weight to the representations of the Corporation which suggests that Ms. Wylie's involvement in duties and responsibilities beyond the level of the General Operations Clerk when she is so assigned are due, in substantial part, to her own initiative. They are not the result of any specific directives from her supervisors which would be tantamount to a change in the duties and responsibilities of her position. While that conclusion may prompt a certain degree of reluctance on the grievor's part to work beyond the confines of her job description, that outcome would be in conformity with the expectations of the parties in establishing the job classifications as they did. Plainly, if it were established that in fact Ms. Wylie is continually discharging the core functions of a Control Clerk while being purportedly assigned as a General Operations Clerk, she could claim that she is to be paid within that classification, quite apart from the provisions of article 21.7 of the collective agreement. On the material before me, however, I cannot conclude that that is so. Particularly, I cannot find that she has been directed to work at that level by her supervisors.

For the foregoing reasons the grievance must be dismissed.

July 16, 1993

(Sgd.) MICHEL G. PICHER
ARBITRATOR