

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 153

Heard at Montreal, Tuesday, June 10th, 1969

Concerning

**CANADIAN NATIONAL RAILWAYS**

and

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

### DISPUTE:

Claim by Mr. H.R. Layden to overtime work on December 7th, 1968, at Lewisporte, Newfoundland.

### JOINT STATEMENT OF ISSUE:

The Brotherhood claims the Company violated Articles 12.15 and 13.1 of Agreement 6.1 at Lewisporte, Newfoundland, on 7 December 1968 when it called an unassigned employee instead of a regularly assigned employee, for a second overtime shift.

Prior to October 1968 when all the Group 3 work force at Lewisporte had worked forty hours for the week, and work was required on the rest days, Saturday and Sunday, the regularly assigned employees (senior employees) were given first call for both first and successive overtime shifts.

On 7 December 1968, after a regularly assigned employee had been employed for the first eight-hour shift of overtime, an unassigned Group 3 employee (a junior employee), who had his forty hours worked, was called for second shift and worked eight hours.

The practice, in effect prior to October 1968, was discontinued by the Company with advice to, but without approval of, the Brotherhood.

The Company declined payment of the claim.

### **FOR THE EMPLOYEES:**

**(Sgd.) E. E. THOMS**  
GENERAL CHAIRMAN

### **FOR THE COMPANY:**

**(Sgd.) K. L. CRUMP**  
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company [among others]:

P. A. McDiarmid – Labour Relations Asst., Montreal

And on behalf of the Brotherhood:

E. E. Thoms – General Chairman, Freshwater P.B.

### **AWARD OF THE ARBITRATOR**

The facts in this case are similar to those set out in **Case No. 152**. It was agreed by the parties that the disposition of that case would govern in this. Accordingly, for the reasons given in Case No. 152 the grievance is allowed, and it is my award that the grievor is entitled to payment of his claim.

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