

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1601

Heard at Montreal, Tuesday, January 13, 1987

Concerning

ONTARIO NORTHLAND RAILWAY

and

BROTHERHOOD OF RAILWAY, AIRLINE CLERKS

EX PARTE

DISPUTE:

The Ontario Northland Railway on May 21, 1986 directed Agent Operator J. Auger to pay to them the amount of \$458.00 as a result of a customer forging a government cheque No. 761-2305494. Mr. J. Auger paid this amount to the Company on or about May 26, 1986 upon receipt of the directive.

BROTHERHOOD'S STATEMENT OF ISSUE:

On March 15, 1986 a Mr. Munroe Linklater approached Agent J. Auger to purchase a rail fare in the amount of \$34.45. In payment he produced a government cheque in the amount of \$458.00 which was made payable to Mr. Munroe Linklater.

Mr. Auger accepted the cheque in payment. Later that same morning Mr. Auger was approached by the father of Mr. Munroe Linklater whose name is also Munroe Linklater, advising him that the cheque was actually his.

The Union feels that Mr. Auger acted in accordance with the Company instructions and therefore grieved the Company's action; requesting reimbursement.

- Step 1 Processed verbally on June 17, 1986
- Step 2 Processed June 27, 1986
Company denial received July 24, 1986
- Step 3 Processed August 16, 1986
Company - No reply

FOR THE BROTHERHOOD:

(SGD.) STEVE C. RUTTAN

VICE-GENERAL CHAIRMAN

There appeared on behalf of the Company:

- A. Rotondo – Manager Labour Relations, North Bay
- H. A. Middaugh – Manager Customer Services, North Bay

And on behalf of the Brotherhood:

- Steve C. Ruttan – Vice-General Chairman, Powassan
- N. Sullivan – Vice-General Chairman, Englehart

AWARD OF THE ARBITRATOR

It is not disputed that the grievor cashed a cheque in the amount of \$458.00 for the purchase of a ticket costing \$34.45. It was a Government cheque payable to a person of the same name as the passenger presenting it, a man known personally to the grievor. In fact the cheque belonged to the passenger's namesake and father, from whom he had stolen it. The Arbitrator can see no reasonable basis on which this could or reasonably should have been known to Mr. Auger. I am satisfied that in cashing the cheque the grievor complied as fully as he could with the Company's directive respecting the identification of a person for whom a third party cheque is cashed.

The next issue is whether the Company directives governing the grievor prohibit the cashing of a cheque in excess of the amount of service being purchased. It is the Company's position that its written policy so provides. A review of parts A and C of Section II of the Company policy leads to the conclusion that the Company's position is correct. It is clear that cheques for amounts in excess of service are to be cashed only when they are cheques issued by the Company itself. Other cheques may be accepted only in payment of a Company service. In the circumstances, the Arbitrator must conclude that Mr. Auger exceeded his authority and general instructions by cashing the cheque in question, which was for a sum well in excess of the ticket purchased. For these reasons the grievance must be dismissed.

(sgd.) MICHEL G. PICHER
ARBITRATOR.