

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1670

Heard at Montreal Wednesday, July 15, 1987

Concerning

CANPAR

And

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

DISPUTE:

Concerns whether or not Mr. D. Sikorsky, Terminal Supervisor, CanPar, Saskatoon, Saskatchewan, verbally instructed employee M. Grolla to take vehicle Unit No. 797205 to the service garage on December 15, 1986.

JOINT STATEMENT OF ISSUE:

On December 18, 1986, a Q & A investigation was conducted concerning alleged "failing to obey instructions of authorized personnel" re: neglecting to take vehicle Unit No. 797205 over to the service garage as instructed on December 15, 1986.

The Union's position is that Mr. M. Grolla stated time and again, in the Q & A investigation, that Mr. D. Sikorsky did say that the unit was going into the garage (maintenance) but Mr. D. Sikorsky did not mention when, or who was to take the unit into the garage; that the reasonableness test will show that the charges of failing to obey instructions is simply untrue.

The Company's position is that Mr. D. Sikorsky did tell Mr. M. Grolla to take his truck over to the maintenance garage and denied the grievance.

The relief requested is for the removal of the ten demerit marks issued on December 24, 1986, to employee M. Grolla.

FOR THE BROTHERHOOD:

(SGD.) J. J. BOYCE
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) B. D. NEILL
DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Company:

D. Bennett	– Labour Relations Officer, Mississauga
B. F. Weinert	– Manager Labour Relations, CPET, Willowdale
D. Sikorsky	– Supervisor, Saskatoon

And on behalf of the Brotherhood:

J. J. Crabb	– General Secretary Treasurer, Toronto
J. Bechtel	– Vice General Chairman, Toronto
Lemire	– Local Chairman

AWARD OF THE ARBITRATOR

On a careful review of the material the Arbitrator finds it implausible that Mr. Sikorsky would merely have casually observed to the grievor that the unit was going to be taken to the garage for service. I am satisfied, on the balance of probabilities, that he instructed Mr. Grolla to deliver the vehicle for service and that the grievor acknowledged that he would. In these circumstances the Arbitrator can place no weight upon the submission of the Union that that assignment would amount to overtime which the grievor was entitled to refuse. While that may have been true, he did not decline the assignment, and in fact did work some 30 minutes of overtime that afternoon.

For the foregoing reasons the grievance is dismissed.

(signed) MICHEL G. PICHER
ARBITRATOR