

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1753

Heard at Montreal, Thursday, 11 February 1988

Concerning

CANADIAN NATIONAL RAILWAY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer D.S. Kipp of Kamloops, British Columbia date 6 January 1985 for 154 miles account an alleged violation of paragraph 51.6, Article 51, Agreement 1.2

JOINT STATEMENT OF ISSUE:

On 31 December 1984, the 1600-2400 hours yard assignment at Kamloops was cancelled by the Company account the regularly assigned Locomotive Engineer and Yard Helper were not available. Locomotive Engineer Kipp, who was on assigned rest days of his regular assignment, submitted a claim for 154 miles under paragraph 51.6 of Article 51 of the Agreement 1.2 stating he should have been called to work the assignment.

The Company declined the time claim.

FOR THE BROTHERHOOD:

(SGD.) P. SEAGRIS
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) D. C. FRALEIGH
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

L. A. Harms	– Labour Relations Officer, Montreal
J. R. Hnatiuk	– Manager Labour Relations, Montreal
B. Ballingall	– Labour Relations Officer, Edmonton
D. Lussier	– System Transportation Officer, Montreal

And on behalf of the Brotherhood:

P. Seagris	– General Chairman, Winnipeg
J. Pickle	– General Chairman, Sarnia
G. Hallé	– General Chairman, Quebec City

AWARD OF THE ARBITRATOR

Article 45.1 of the Collective Agreement specifically contemplates the cancellation of a shift under a number of conditions including a “shortage of men”. On the basis of the material filed the Arbitrator is satisfied that that is the condition which obtained on December 31, 1984 when the shift to which the grievor claims a right of assignment was cancelled. In the circumstances no violation of the Collective Agreement is disclosed and the grievance must be dismissed

(signed) MICHEL G. PICHER
ARBITRATOR