

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1777

Heard at Montreal, Tuesday, May 10, 1988

Concerning

CANADIAN NATIONAL RAILWAY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Alleged violation of Article 53.16 of Agreement 1.1.

JOINT STATEMENT OF ISSUE:

On 5 May 1986 the Company issued a bulletin advertising for two positions of Locomotive Engineer on passenger trains 272 and 273 effective 10 May 1986. The positions were awarded to two employees who were both junior to the grievor. On 25 August 1986 Mr. Langlais, who had been on vacation and sick leave since 3 May 1986, attempted to claim one of the positions that had been identified in the 5 May 1986 bulletin.

The Company declined Mr. Langlais' claim.

The Brotherhood contends the Company has violated Article 53.15 of Agreement 1.1

FOR THE BROTHERHOOD:

(SGD.) G. HALLÉ
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) M. DELGRECO
for: ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

J. E. Pasteris	– Labour Relations Officer, Montreal
D. Lussier	– Co-ordinator, Special Projects, Transportation, Montreal
V. Mayer	– Labour Relations Officer, St. Lawrence Region, Montreal
P. Marleau	– Manager, CMC, Montreal

And on behalf of the Brotherhood:

G. Hallé	– General, Chairman, Quebec
D. Bouchard	– Local Chairman, Edmunston
B. Langlais	– Grievor

AWARD OF THE ARBITRATOR

Article 53.16 of the Collective Agreement reads as follows:

53.16 Locomotive engineers on authorized leave of absence during the period that vacancies and new runs and jobs are under bulletin may upon reporting for duty, exercise their seniority to such assignments if they so desire.

The parties agree that the grievor, Mr. Langlais, was on sick leave from May 19 to September 6, and did not work from September 6 to 19. He then took his pre-retirement leave until October 31, his last day of employment prior to his retirement, which commenced on November 1, 1986. Thus, he never returned to work.

The clear provisions of Article 53.16 state that employees on authorized leave may not exercise their seniority rights to vacancies except upon "reporting for duty". Since Mr. Langlais was not actively at work after May 1986, he could not exercise his seniority rights to either of the positions in question.

For these reasons the grievance must be dismissed.

May 13, 1988

(signed) MICHEL G. PICHER
ARBITRATOR