

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1790

Heard at Montreal, Tuesday, June 14, 1988

Concerning

VIA RAIL CANADA INC.

And

**CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS**

DISPUTE:

Time claim of 17.3 hours (3 days) on behalf of Mr. F. Held.

JOINT STATEMENT OF ISSUE:

The grievor was previously assigned as a Senior Service Attendant on Train 1 and 2, and was on layover from that assignment up to and including January 11, 1987.

In accordance with Article 12.3, the grievor was the successful applicant to the position of Service Coordinator, and picked up that new assignment on January 15, 1987. Consequently, his guarantee was protected until the expiration of layover of the previous trip (January 11), and resumed on the date he picked up the new assignment January 15 in accordance with the provisions of Article 4.26(b).

The Brotherhood contends that the provisions of Article 4.26(e)(3) apply and that the grievor should be compensated for an additional three (3) days (17.13 hours).

The Corporation has denied the Brotherhood's contention on the basis that the grievor was correctly compensated as per Article 4.26(b).

FOR THE BROTHERHOOD:

(SGD.) TOM MCGRATH
NATIONAL VICE-PRESIDENT

FOR THE CORPORATION:

(SGD.) M. ST. JULES
FOR: DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Corporation:

M. St. Jules	– Manager, Labour Relations, Montreal
C. Pollock	– Labour Relations Officer, Montreal
J. Kish	– Officer, Personnel and Labour Relations, Montreal
D. Fisher	– Observer, Advisor, Human Resources

And on behalf of the Brotherhood:

R. Storness-Bliss	– Regional Vice-President, Vancouver
T. N. Stol	– Regional Vice-President, Toronto

AWARD OF THE ARBITRATOR

The Arbitrator is satisfied that the grievor falls within the terms of Article 4.26(b) of the Collective Agreement. That provision applies to positions bulletined under Article 12.3 which deals with the progressive bulletining of vacancies, as contrasted with the annual general bid provided for under Article 12.1. I must accept the contention of the Corporation that the language of Article 4.26(e)(3), upon which the Brotherhood relies, does not directly address the circumstance of the grievor. The material reveals that Mr. Held did hold a regular assignment and was awarded another regular assignment by bulletin under Article 12.3. He is therefore entitled to the protection of guarantee until the expiration of his layover on the last trip of his previous assignment, as provided in Article 4.26(b) of the Collective Agreement. I am satisfied that when Article 4.26 is read as a whole the provisions of Article 4.26(e) are intended to apply to the circumstances which obtain under paragraphs (c) and (d) of Article 4.26, that is to say in situations where employees obtain assignments by bulletin under Article 12.1 or in circumstances of displacement or abolishment.

For these reasons the grievance must be dismissed.

16 June 1988

(signed) MICHEL G. PICHER
ARBITRATOR