

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 2713

Heard in Montreal, Wednesday, 13 March 1996

concerning

**QUEBEC NORTH SHORE & LABRADOR Railway**

and

**UNITED TRANSPORTATION UNION**

**EX PARTE**

### **DISPUTE:**

On September 12, 1995, the Railway discharged Mr. Kenneth Eldridge.

### **UNION'S STATEMENT OF ISSUE:**

The Union submits that the Railway does not have the right to negotiate individual contracts with employees, concerning conditions of employment, avoiding the Union.

There does not exist within our collective agreement any classification of student.

This employee was not called to an investigation before he was discharged.

The Railway did not give notice of lay off to this employee.

The Union considers there has been a violation of Preamble 1, 4, 6 and 10 and articles 17:01, 21:02(a), 21:02(b), 28:01, 28:02, 28:08 and 37:06 as well as all other pertinent article in our collective agreement.

The Union requests the return to work of this employee without loss of seniority and that he be fully compensated for all loss which he has suffered, with interest.

The Railway declined the claims of the Union and rejects its request.

### **COMPANY'S STATEMENT OF ISSUE:**

At the time of his hiring on May 22, 1995, Mr. Eldridge agreed that with his status of student, his employment was for the summer period only. Furthermore, Mr. Eldridge advised the QNS&L that he would quit his employment about September 10, 1995 in order to complete his studies.

The Union filed a grievance and claims that Mr. Eldridge was discharged and requests his reinstatement.

The QNS&L maintains that this matter cannot be the object of a grievance and rejects the demand of the Union.

### **FOR THE UNION:**

**(SGD.) B. ARSENAULT**  
**GENERAL CHAIRMAN**

### **FOR THE COMPANY:**

**(SGD.) A. BELLIVEAU**  
**DIRECTOR, EMPLOYEE RELATIONS**

There appeared on behalf of the Company:

R. Monette	– Counsel, Montreal
A. Belliveau	– Director, Employee Relations, Sept-Îles
G. Paquet	– Personnel Supervisor

M. Lamontagne

– Superintendent, Transportation & Traffic, Customer Services, Sept-Îles

And on behalf of the Union:

R. Cleary

– Counsel, Montreal

B. Arsenaault

– General Chairman, Sept-Îles

**AWARD OF THE ARBITRATOR**  
**(translation)**

It is agreed that this grievance is to be resolved according to the principles discussed in **CROA 2712**. The facts of this grievance are similar, except that the grievance in the instant case, Mr. K. Eldridge, found himself in a position where he did not have the possibility of returning to his studies in September of 1995, at the end of the vacation relief season. Therefore, for the reasons expressed in **CROA 2712**, the Arbitrator orders that the grievor be reinstated into his employment, without loss of seniority and with compensation for his loss of earnings and benefits.

March 15, 1996

**(signed) MICHEL G. PICHER**  
**ARBITRATOR**