

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2918

Heard in Calgary, Tuesday, 11 November 1997

concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

Appeal of discharge on behalf of Mr. Larry Brooks, PIN 168592.

JOINT STATEMENT OF ISSUE:

On May 23, 1997, Mr. Brooks was dismissed from Company service for failing to pass a Company initiated drug test conducted in accordance with CN's medical requirements for reinstatement to active service to a safety sensitive position, resulting in conduct incompatible with employment in a safety sensitive position.

The Union contends that: **1.)** The grievor has been unjustly dealt with by the Company. **2.)** The Company has violated the provisions of article 18.6 of agreement 10.1.

The Union requests that Mr. Brooks be provided an opportunity to rehabilitate himself by participating in a recognized rehabilitation program.

The Company denies the Union's contentions and declines the Union's request.

FOR THE BROTHERHOOD:

(SGD.) R. J. LIBERTY
SYSTEM FEDERATION GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) J. TORCHIA
FOR: SENIOR VICE-PRESIDENT, WESTERN CANADA

There appeared on behalf of the Company:

J. Torchia	– Manager, Labour Relations, Edmonton
J. Dixon	– Assistant Manager, Labour Relations, Edmonton
K. Morris	– Labour Relations Officer, Edmonton
S. Blackmore	– Labour Relations Officer, Edmonton

And on behalf of the Brotherhood:

P. Davidson	– Counsel, Ottawa
R. F. Liberty	– System Federation General Chairman, Winnipeg
J. Dutra	– Federation General Chairman, Edmonton
L. Brooks	– Grievor

AWARD OF THE ARBITRATOR

Having regard to the submissions of the parties and the material filed, the Arbitrator directs that the grievor be reinstated forthwith into his employment, without compensation for wages and benefits lost and without loss of seniority.

The reinstatement of Mr. Brooks shall be conditioned upon his passing a reinstatement medical and drug test, and that he be subject to random drug testing, on a non abusive basis, for a period of time to be agreed between the parties. Failing agreement, the Arbitrator shall determine the period of time.

November 25, 1997

(signed) MICHEL G. PICHER
ARBITRATOR