

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 153

Heard at Montreal, Tuesday, June 10th, 1969

Concerning

CANADIAN NATIONAL RAILWAYS

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT
HANDLERS,
EXPRESS AND STATION EMPLOYEES

DISPUTE:

Claim by Mr. H. R. Layden to overtime work on December 7th, 1968, at
Lewisporte, Newfoundland.

JOINT STATEMENT OF ISSUE:

The Brotherhood claims the Company violated Articles 12.15 and 13.1
of Agreement 6.1 at Lewisporte, Newfoundland, on 7 Dccember 1968 when
it called an unassigned employee instead of a regularly assigned
employee, for a second overtime shift.

Prior to October 1968 when all the Group 3 work force at Lewisporte
had worked forty hours for the week, and work was required on the
rest days, Saturday and Sunday, the regularly assigned employees
(senior employees) were given first call for both first and
successive overtime shifts.

On 7 December 1968, after a regularly assigned employee had been
employed for the first eight-hour shift of overtime, an unassigned
Group 3 employee (a junior employee), who had his forty hours worked,
was called for second shift and workod eight hours.

The practice, in effect prior to October 1968, was discontinued by
the Company with advice to, but without approval of, the Brotherhood.

The Company declined payment of the claim.

FOR THE EMPLOYEES:

(Sgd.) E. E THOMS
GENERAL CHAIRMAN

FOR THE COMPANY:

(Sgd.) K. L. CRUMP
ASSISTANT VICE-PRESIDENT -
LABOUR RELATIONS

There appeared on behalf of the Company:

P. A. McDiarmid	-	Labour Relations Assistant, C.N.R., Montreal
L. Collard	-	Labour Relations Assistant, C.N.R., Montreal
H. Peet	-	Manager Labour Relations, C.N.R., St. John's, Nfld.
F. D. Taylor	-	Express Supervisor, C.N.R., St John's, Nfld.

(formerly Terminal Traffic Manager, C.N.R.
Lewisporte)

And on behalf of the Brotherhood:

E. E. Thoms - General Chairmar, B.R.A.C., Freshwater P.B.,
Nfld.

AWARD OF THE ARBITRATOR

The facts in this case are similar to those set out in Case No. 152. It was agreed by the parties that the disposition of that case would govern in this. Accordingly, for the reasons given in Case No. 152 the grievance is allowed, and it is my award that the grievor is entitled to payment of his claim.

J. F. W. WEATHERILL
ARBITRATOR