CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 155

Heard at Montreal, Tuesday, June 10th, 1969

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claims of Conductor W.E. Walsh and crew, of Sioux Lookout, for
General Holiday pay, January 1, 1968.

JOINT STATEMENT OF ISSUE:

On the general holiday, January 1, 1968, Conductor W.E. Walsh and
crew (Brakemen J.J. George and F. Maskerine) were regularly assigned
to Trains 303 – 310 between Winnipeg and Sioux Lookout with home
terminal at Sioux Lookout. On that day their assignment did not
operate nor did they perform any work. These employees had completed
30 days continuous employee relationship and had received wages for
14 shifts or tours of duty during the 30 calendar days immediately
preceding the general holiday. In addition to the foregoing, they
received general holiday pay for Christmas Day, December 25, 1967.

Each of the claimants submitted a time return claiming general
holiday pay for January 1, 1968. The Company declined payment of the
claims on the grounds that the employees failed to qualify in
accordance with the governing general holiday provisions contained in
Article 5, Rule 62-A, Section 2, Clause (b) of the Conduotors'
Agreement, and in Article 5, Rule 75-A, Section 2, Clause (b) of the
Trainmen's Agreement. The Brotherhood alleges that the employees did
qualify thereunder.

FOR THE EMPLOYEES: FOR THE COMPANY:

(Sgd.) J. S. CORBETT   (Sgd.) K. L. CRUMP
GENERAL CHAIRMAN   ASSISTANT VICE PRESIDENT –
                                        LABOUR RELATIONS

There appeared on behalf of the Company:

    D. O. McGrath   -   Labour Relations Assistant, C.N.R., Montreal
    A. J. DelTorto   -   Labour Relations Assistant, C.N R., Montreal

And on behalf of the Brotherhood:

J. S. Corbett   -   General Chairman, U.T.U.(T), Winnipeg

AWARD OF THE ARBITRATOR

The preliminary objection in this case, and the facts on which it is based, are identical to those in Case No. 154. For the reasons there set out, the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR