CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 173

Heard at Montreal, Tuesday, September 9th, 1969

Concerning

CANADIAN PACIFIC RAILWAY COMPANY (SGD., P.C. DEPT.)

and

UNITED TRANSPORTATION UNION (T)

EX PARTE

DISPUTE:

Concerning the interpretation and application of Article 2, Clause (e) of the Collective Agreement.

EMPLOYEES' STATEMENT OF ISSUE:

Waiter N. Bodnarchuck, Winnipeg District, was out of the service and not subject to wages September llth to 17th inclusive, a period or seven (7) days.

There was no reduction made in the 520 hour straight time averaging period.

The Union contends the Company was in violation of Article 2, Clause (e) of the Collective Agreement in not reducing the straight time averaging period by forty (40) hours.

FOR THE EMPLOYEES:

(Sgd.) J. R. BROWNE
GENERAL CHAIRMAN

There appeared on behalf of the Company:

M. S. Bistrisky	-	Assistant Solicitor, Law Dept., C.P.R. Montreal
J. W. Moffatt	-	General Supt., Passenger Operations, C.P.R. Montreal
R. Colosimo	-	Manager, Labour Relations, C.P.R. Montreal

And on behalf of the Brotherhood:

J. R. Browne	-	General Chairman, U. T. U. (T) - Montreal

AWARD 0F THE ARBITRATOR

It is agreed that Waiter Bodnarchuck was out of the service and Not

subject to wages for a period of seven consecutive days. The days in question were from Wednesday, September 11, 1968 to Tuesday, September 17. He seeks a reduction of 40 hours from the 520 hours on which overtime is calculated in the averaging period which includes the days in question. He would be entitled to this reduction, if his case comes within Article 2 (e) of the collective agreement. Article 2 (e) provides for a reduction of the 520 hours by 40 hours "for each calendar week an employee is out of the service....". The matter of the definition of "calendar week" has been dealt with in Case No. 172. It is clear, on the correct definition, that the period from September llth to September 17, 1968, did not constitute a calendar week. Waiter Bodnarchuck, therefor, is not entitled to any deduotion from the 520 hours in the averaging period in respect of those days.

Accordingly, the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR