CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 504

Heard at Montreal, Tuesday, April 8th, 1975

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADlAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS

DlSPUTE.

Claim of Mr. H. E. Borden, Spare Employee, in Customer and Catering Services at Vancouver for 30 hours and 40 minutes pay when his services were not utilized on a Special Train originating at Edmonton, September 12, 1973.

JOINT STATEMENT OF ISSUE..

At the time, Mr. Borden, a sleeping car conductor operating from the spare board at Vancouver, was deadheading home to Vancouver under the provisions of Article 4.10 of Agreement 5.8 after completing a one-way trip Vancouver to Winnipeg on Train No.2.

The Brotherhood claims that in accordance with Article 7.2 of Agreement 5.8, Mr. Borden should have been removed at Edmonton from his deadhead assignment (Winnipeg to Vancouver on Train No.1) and his services utilized on a "Rails to Resources" Special operated to and on the Alberta Resources Railway

The Company declined the claim on the basis that the provisions of Article 7.2 have no application in the circumstances of this case.

FOR THE EMPLOYEE:	FOR THE COMPANY
(SGD.) J. A.PELLETIER NATIONAL VICE-PRESIDENT	(SGD.-) S. T. COOKE ASSISTANT VlCE-PRESIDENT LABOUR RELATIONS

There appeared on behalf of the Company.

C. C. Bright — Manager of Customer & Catering Services, C,N.R., Montreal

A. D. Andrew — System Labour Relations Officer, C.N.R., Montreal

And on behalf of the Brotherhood..

R. Henham — Regional Vice President, C.B.R.T., Vancouver

AWARD OF THE BROTHERHOOD

The grievor, as noted in the Joint Statement of lssue, was a sleeping car conductor operating from the spare board at Vancouver. On September 8, he was called to operate as a Steward in a cafe lounge car Vancouver to Winnipeg, and he arrived at Winnipeg on September 10. He Was then deadheaded home to Vancouver, arriving there September 12, when his name went on the spare list.

At the time in question, difficulties were experienced in filling assignments in an orderly way, as a series of rotating strikes, followed by a General strike on the railway, had just ended. On September 12, a special train was arranged out of Edmonton. To man this train, certain employees, including a sleeping car conductor, were called at Vancouver and deadheaded to Edmonton, leaving Vancouver September 10. There does not appear to be any basis on which the grievor could properly claim that he ought to have been called for the special assignment in preference to the employees called at Vancouver, and the Union does not assert such a claim. Other crew members needed to man the special train, however, were selected from among the Vancouver employees who, like the grievor, were surplus at Winnipeg. The grievor was not one of those chosen. Those chosen were a dining car crew and four porters, and they were then deadheaded to Edmonton.

Article 7.2 is, in its material provisions, as follows:

"7.2 A spare board classification list will have a maximum of five classifications as agreed upon between the designated Company officer and the Local Chairman, and will list names of senior unassigned employees (to operate on the first in, first out" principle) who will be required to protect the following services. . . . . ."

At the time the calls in question were made, the grievor was already out of Vancouver, having been called from his board. There was, then, no violation of Article 7.2 with respect to him. There appears to be no provision which would give away-from-home employees in these circumstances similar rights to those they would enjoy on their spare board, and in any event there is no evidence as to the relative positions of the other employee. The grievor's claim seems to be, essentially, that he should have been selected for the special train because of his seniority, which was greater than that of some of the employees chosen. Selection by seniority is of course entirely different from selection by position on a spare board, and I was referred to no provision of the collective agreement which would support such a claim. On the contrary, Article 4.8, which contemplates the use of employees on special assignments, makes no mention of any limitations on the Company's choice of persons for such assignments. There is no evidence to support the view that the Company improperly discriminated against the grievor in making its assignment in this case.

For these reasons, it must be my conclusion that there has been no violation of the collective agreement in this case. The grievance is

accordingly dismissed.

J. F. W. WEATHERHILL
ARBlTRATOR