

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 842

Heard at Montreal, Tuesday, June 9, 1981

Concerning

CANADIAN NATIONAL RAILWAYS

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Appeal of the discipline assessed Locomotive Engineer R.B. Harvey of Vancouver, B.C., for failure to complete the 1630 assignment for which he was called August 8, 1980.

JOINT STATEMENT OF ISSUE:

On August 8, 1980, Locomotive Engineer R.B. Harvey was ordered for a 1630 Extra Yard assignment at Thornton Yard.

Locomotive Engineer Harvey reported for his assignment in Thornton yard at 1615 hours and went on duty at 1620 hours. At 1715 hours Locomotive Engineer Harvey booked sick and left the property. Following an investigation of the incident, Locomotive Engineer Harvey's record was assessed with ten demerit marks for failure to complete the 1630 assignment, for which he was called 8 August 1980.

The Brotherhood appealed the discipline assessed, on the basis that it as not warranted.

The Company declined the appeal.

FOR THE EMPLOYEES:

(SGD.) A.J. BALL
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) G.E. MORGAN
DIRECTOR, LABOUR
RELATIONS

There appeared on behalf of the Company:

D.W. Coughlin -- Labour Relations Assistant, CNR, Montreal

J.A. Fellows -- System Labour Relations Officer, CNR, Montreal

W.G. Ward -- General Yardmaster, CNR, Vancouver

K.L. Burton -- Labour Relations Assistant, CNR, Edmonton

And on behalf of the Brotherhood:

A.J. Ball -- General Chairman, BLE, Regina

AWARD OF THE ARBITRATOR

The grievor booked sick and left the property after slightly less than an hour on duty because he did not "know the territory" of his yard assignment. In fact, there is nothing to suggest that the grievor was actually sick, but I do not consider that anything turns on the form of words used by the grievor to indicate he was not prepared to carry out his assignment.

Article 58.12 of the Collective Agreement provides as follows:

"When a locomotive engineer transfers to another territory which is unfamiliar to him he must take a trip with another locomotive engineer on his own time to learn the road."

In the instant case, the grievor had not been transferred to "another territory". On the contrary, he had been given a yard assignment in the Greater Vancouver Terminal in which he had, since qualifying as a Locomotive Engineer, completed some 655 tours of duty in yard service. This was not a "territory" which was unfamiliar to the grievor: if it was, then it was the grievor's responsibility to take a trip with another Locomotive Engineer, on his own time, in order to "learn the road". The grievor seems to have made no request in this regard.

Article 59.19 of the Agreement, to which the Union referred, is as follows:

"A locomotive engineer who protects service in keeping with the provisions of this Article will be governed as follows:

- (a) It is the responsibility of an engine service supervisor to determine whether or not it is necessary that a locomotive engineer learn the road.
- (b) If it is necessary that a locomotive engineer learn the road the Company will arrange to have an engine service supervisor ride with the locomotive engineer to assist him in learning the road.
- (c) In the event an engine service supervisor is not available, a locomotive engineer will be paid one minimum day's pay for each direction on the round trip, or one minimum day's pay for a turnaround trip, at the minimum rate applicable to the class of train on which he travels to learn the road. Not more than one round trip for each territory on which the locomotive engineer is required to learn the road will be paid for."

In the instant case, it would appear that the only part of the territory or road with which the grievor was unfamiliar was a

particular industrial spur on which certain switching was to be performed. The Union has not shown that any particular difficulty would be anticipated by an experienced and competent Engineman in performing this work. If indeed the grievor did feel that the work was beyond him, then the proper course would be for him to ask that an engine service supervisor make the determination contemplated by Article 59.19(a). The grievor did nothing of the sort, but simply left the property. In any event even Article 59.19 contemplates a decision about an engineman's "learning the road" in a particular "territory", and does not necessarily contemplate that he need be lead through every siding and spur in order to be able to do his work.

The grievor failed to complete his assignment without sufficient reason, and was properly subject to discipline. The assessment of ten demerits was not excessive in the circumstances. Accordingly, the grievance must be dismissed.

J.F.W. Weatherill,
Arbitrator.