

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 922

Heard at Montreal, Wednesday, March 10, 1982

Concerning

CANADIAN PACIFIC EXPRESS LIMITED

and

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

DISPUTE:

Claim by employee J. Stanhope, Hamilton, Ontario, for eight hours per day for August 18th and 28th, 1981, also all other hours worked by part time clerical employees covering holiday relief, when she was laid off.

BROTHERHOOD STATEMENT OF ISSUE:

The Brotherhood contends employee J. Stanhope being a full time employee, who was laid off, should have been called and given the opportunity to perform this work, before part time employees were utilized.

The Company does not agree and has denied the claim.

FOR THE BROTHERHOOD:

(SGD.) J. J. BOYCE  
GENERAL CHAIRMAN , SYSTEM BOARD  
OF ADJUSTMENT NO. 517

There appeared on behalf of the Company:

D. R. Smith - Director, Industrial Relations,  
Administration & Personnel, Toronto  
B. D. Neill - Manager Labour Relations, Toronto  
J. E. Lymburner - Area Terminal Manager, Hamilton  
R. A. Colquhoun - Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

J. J. Boyce - General Chairman System Board of  
Adjustment No. 517, Don Mills  
F. W. McNeely - General Secretary-Treasurer, Toronto

AWARD OF THE ARBITRATOR

The grievor, a Clerk, was laid off in March, 1980. It appears from the material before me that at that time the grievor indicated that she did not wish to be recalled for part-time work, particularly part-time work in the evening.

In the instant case, certain work was performed on a part-time basis by employees junior to the grievor. No question is raised as to the grievor's qualifications to perform the work. Such work should, in the normal course, have been offered to the grievor. Since, however, the work was part-time work and included evening work, the Company was justified in thinking that it was work in which the grievor was not interested. The grievor cannot now be heard to complain that the Company in fact relied on her request.

Since the time of the grievance (which may be said to constitute notice that the grievor will accept such part-time work), the grievor has been offered, and has accepted, work of the sort in question.

It may be added that while opportunities for part-time work may arise where regular employees are away on vacation, the Company need not necessarily fill "vacation relief" positions on a full-time basis. It seems not to have done so in the instant case.

For the foregoing reasons, the grievance must be dismissed.

J. F. W. WEATHERILL,  
ARBITRATOR.