

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1443

Heard at Montreal, Tuesday, December 10, 1985

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

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

DISPUTE:

Request of Mr. K. Osmond of St. John's Nfld. to be awarded the position of Truck Driver.

JOINT STATEMENT OF ISSUE:

On 9 December 1983, a three week vacancy for vacation relief commenced on the Truck Driver assignment at the Newfoundland Dockyard. The Company filled the position with an employee junior in seniority to Mr. Osmond. The Company stated that Mr. Osmond lacked the qualifications required and denied him the position.

The Brotherhood contends that Mr. Osmond was qualified for the position and therefore the Company has improperly denied him the position of Truck Driver in violation of Articles 6.7 and 6.9 of Agreement 6.1. The Company disagrees.

FOR THE BROTHERHOOD:

(SGD.) M. J. WALSH
General Chairman

FOR THE COMPANY:

(SGD.) D. C. FRALEIGH
Assistant Vice-President
Labour Relations

There appeared on behalf of the Company:

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| S. A. Macdougald | - Labour Relations Officer, CNR, Montreal |
| R. Ivany | - Employee Relations Officer, CNR, St. John's |
| D. Hoskins | - Supervisor Purchases & Stores, CNR, St. John's |

And on behalf of the Brotherhood:

M. J. (Mike) Walsh - General Chairman, BRAC, St. John's

AWARD OF THE ARBITRATOR

I am satisfied that in order for the grievor to have exhibited the qualifications for filling the truck driver's position for the relatively short period of a fifteen day vacancy, he would have had to possess a demonstrated ability to immediately discharge all the

functions of the position.

In this particular regard although I am satisfied that the grievor's knowledge of the City of St. John's, Nfld., and thereby his ability to locate the company's suppliers would not have represented an insuperable obstacle to his accomplishing the tasks of the position. Nonetheless his inexperience in dealing with company purchases of maintenance materials would have created difficulties in meeting his responsibilities.

Had this position been a permanent posting I would have no reluctance in finding that the grievor, with a short period of familiarity, would have established his qualifications for the position. But because this position was being filled for the sole purpose of providing a temporary replacement for the regular incumbent who was on vacation leave, the grievor had to satisfy the company of his immediate qualifications for the position.

In that sense, he was not qualified and his grievance must accordingly be denied.

DAVID H. KATES,
ARBITRATOR.