CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1493

Heard at Montreal, Thursday, March 13, 1986

Concerning

CP EXPRESS AND TRANSPORT LIMITED

and

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

DISPUTE:

Concerns the Union's request for the removal of ten (10) demerit marks issued to Mr. B. O'Hara, Edmonton, Alberta, June 27, 1985, for alleged "failure to have shipment addressed" which was picked up at Lister Oilfield, June 3, 1985.

JOINT STATEMENT OF ISSUE:

June 3, 1985, Mr. C. B. O'Hara was dispatched to pick up a shipment at Lister Oilfield.

The Company's position is that the shipment was never addressed or the address was poorly attached and declined the request for the removal of the ten (10) demerit marks.

The Union's position is that the shipment picked up at Lister Oilfield had a name and address on cardboard taped on the side with shrink wrap around it, that the name and address must have blown off while in the open on a flatbed truck which was beyond his control.

The relief requested is for the removal of the ten (10) demerit marks.

FOR THE BROTHERHOOD:	FOR THE COMPANY:
(SGD.) J. J. BOYCE General Chairman, System Board of Adjustment No. 517	(SGD.) N. W. FOSBERY Director, Labour Relations

There appeared on behalf of the Company:

N. W. Fosbery	- Director Labour Relations, CPE&T, Toronto
D. Bennett	- Human Resources Officer, Can Par, Toronto

And on behalf of the Brotherhood:

G. Moore	- Vice-General Chairman, BRAC, Moose Jaw
J. Crabb	- General Secretary-Treasurer, BRAC, Toronto

AWARD OF THE ARBITRATOR

Cases #1493, #1494 and #1495 will be consolidated and heard together.

It is common ground that the grievor, Mr. O'Hara has been employed as Warehouseman Driver since June 10, 1983. His cumulative disciplinary record since his date of hire, as the company's evidence disclosed, has been truly abysmal.

In the first incident the grievor was disciplined for his alleged violation of the Vehicleman's Instruction Manual for his failure to make sure a label indicating the addressee of the goods was secured on the shipment.

The grievor's explanation was that the label must have fallen off the shipment.

In this regard the shipment was "shrink wrapped" and therefore would not likely have fallen off.

The grievor was assessed ten demerit marks for this incident.

In the second incident the grievor left work 1-1/2 hours before his quitting time. He complained of feeling ill and "told" the dispatcher he was going home.

Of course, the proper procedure for the grievor to have followed would have required him to secure "permission" of his immediate supervisor.

For this infraction he was assessed 20 demerit marks.

In the third incident the grievor secured from the customer the necessary waybills and other documentation with respect to shipments but neglected to pick up the shipment itself.

The grievor's excuse was that there was a mechanical defect to his truck that prevented him from backing up to the customer's dock in order to secure the shipment.

For this alleged neglect of duty the grievor was assessed 15 demerit marks which resulted in his discharge.

Based on the rather flimsy and transparent explanation extended the grievor for his wrongdoings I have no intention of interfering with the penalties that were assessed. The grievor appeare incapable of performing the fundamental functions of his position.

The company based on the grievor's abysmal record, has attempted to adhere to the principle of progressive discipline. In the face of that record, it should not have to tolerate the grievor's presence as an employee any longer.

As a result the grievances are denied.

DAVID H. KATES,
ARBITRATOR.