

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1553

Heard at Montreal, Tuesday, September 9, 1986

Concerning

CANADIAN PARCEL DELIVERY
(A DIVISION OF CP EXPRESS & TRANSPORT)

and

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

DISPUTE:

The assessing of ten demerits to employee S. Seguin, CanPar, Orillia, Ontario.

JOINT STATEMENT OF ISSUE:

Employee S. Seguin was assessed ten demerits for allegedly missing a pick-up at Dorr-Oliver Canada, 174 West Street South, Orillia, Ontario, on January 15, 1986.

The Brotherhood grieved the discipline maintaining the employee did not miss a pick-up and requested the removal of the demerits from the employee's record.

The Company declined the Brotherhood's request.

The relief requested is for the complete removal of the ten demerits.

FOR THE BROTHERHOOD:

(SGD.) J. J. BOYCE
General Chairman,
System Board of Adjustment 517

FOR THE COMPANY:

(SGD.) N. FOSBERY
Director, Labour
Relations

There appeared on behalf of the Company:

D. Bennett - Human Resources Officer, CANPAR, Toronto

And on behalf of the Brotherhood:

J. Crabb - Vice-General Chairman, BRAC, Toronto

G. Moore - Vice-General Chairman, BRAC, Moose Jaw

S. Seguin - Grievor

AWARD OF THE ARBITRATOR

The grievor, S. Seguin, grieves the assessment of ten demerit marks

for missing a pick-up at a customer's location in Orillia, Ontario, on January 15, 1986. The material establishes that on that date the company granted the grievor's request to leave work early in the afternoon to attend a dental appointment. For that purpose he was assigned to the Orillia delivery run, which included a pick-up at Dorr-Oliver Canada normally scheduled for 2:00 P.M. Mr. Seguin in fact made a delivery to that location at 11:00 A.M., at which time he was told that there was "not yet" anything to be picked up. According to his evidence he inferred that there would therefore be no pick-up from that customer on that day.

Mr. Seguin in fact completed his work at approximately 3:30 P.M., apparently arriving late for his dental appointment scheduled for 3:00 P.M. He did not attend at Dorr-Oliver for the scheduled 2:00 P.M. pick-up as a result of which the pick-up was in fact missed. A complaint was filed with the company by the customer and the error was corrected the next day. It appears from the evidence that the grievor's supervisors were not aware, and did not inquire, as to the time of his dental appointment and what impact, if any, it might have on pick-ups on the Orillia route, normally scheduled as late as 3:50 P.M. It is not disputed that it is the responsibility of management to anticipate a problem of that kind and make alternative arrangements as necessary.

In fact the grievor was available at 2:00 P.M., to make the scheduled pick-up. It appears, however, that to make his dental appointment he was forced to attempt to compress his pick-ups and deliveries through the earlier part of the day. While the Arbitrator does not condone his failure to make the scheduled pick-up at Dorr-Oliver, it must be borne in mind that the grievor was assigned an unfamiliar route and was working in somewhat hurried circumstances. It also appears that his supervisors did not address the problem of meeting scheduled pick-ups, particularly in the latter part of the afternoon. In these circumstances, I deem it appropriate to substitute five demerit marks for the ten demerit marks assessed against Mr. Seguin in respect of the events of January 15th, 1986 I retain jurisdiction in the event of any dispute respecting the implementation of this award.

MICHEL G. PICHER
ARBITRATOR