

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 239

Heard at Montreal Wednesday, October 14th, 1970

Concerning

ALGOMA CENTRAL RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claim for miles by Trainman J. Belanger 8 and 9 December 1969.

JOINT STATEMENT OF ISSUE:

Trainman J. Belanger was on the spareboard at Hawk Junction on 8 December 1969.

Passenger train No. 2 arrived at Hawk Junction from Hearst and the Conductor of this train was removed from service prior to train proceeding to Sault Ste. Marie with Trainmaster R. Pratt acting as the third trainman.

Trainman J. Belanger claimed miles from Hawk Junction to Sault Ste. Marie and deadhead miles the next day Sault Ste. Marie to Hawk Junction.

The Company denied the claim.

FOR THE EMPLOYEES:

(SGD.) C. E. McCLELLAND
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) H. R. WOOTTON
MANAGER – RAIL OPERATIONS

There appeared on behalf of the Company:

H. R. Wootton – Manager Rail Operations, Sault Ste. Marie

And on behalf of the Brotherhood:

C. E. McClelland – General Chairman, Sault Ste. Marie

AWARD OF THE ARBITRATOR

Article 69 of the collective agreement requires (with respect to the situation in this case) that the train required a conductor and two brakemen. Here, when the conductor was removed (and there is no complaint about that) at Hawk Junction, it is claimed that a spareboard employee was entitled to be called to meet the manning provisions of the agreement.

In fact, it appears that passenger train No. 2 was properly manned at the start of its run from Hearst to Sault Ste. Marie. On arrival at Hawk Junction, where the conductor was removed, it seems that an attempt was made to find a replacement, and the man first out on the spare board was called. He could not be reached, and the grievor was second out. The attempt to call the man first out is not, in my view, of significance in this case, nor is any past practice of the company in comparable cases. The question is whether the company was under an obligation to call anyone from the spareboard at Hawk Junction in these circumstances. If there was such an obligation, then since the first man out could not be reached, the company would have been obliged to call the grievor.

The Hawk Junction spareboard, on which the grievor was carried is assigned to the Michipicoten and Northern Subdivisions. The continuation of train No. 2 was not, it appears, on those subdivisions, and it would seem that the grievor would not in the normal course have any right to be called for the train. This would not, however, prevent him being employed on other subdivisions, and he has been so used on other occasions. The question is, to repeat, whether he was entitled to be called for the work in question.

He did not lose any of the work to which he would normally have been entitled.

In the instant case the company had, as has been noted, complied with the requirements of the collective agreement in manning train No. 2. It was as a result of the acknowledged misconduct of the conductor that the crew size was reduced at Hawk Junction, compliance with the manning provisions then being achieved only by the use of the supervisor. Any employee with an entitlement to be called would of course have a claim for the work. In this case the employees entitled to be called were on the spare board at Steelton. What claim, if any, any of them might have had is not before me. The grievor, in my view, was not entitled to be called in any event: that is, the collective agreement does not require the company to look to employees on some other spare board than that covering the assignment.

I am unable to see any violation of the collective agreement in these circumstances, and the grievance must therefore be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR