

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 1691

Heard at Montreal, Thursday, September 10, 1987

Concerning

### ALGOMA CENTRAL RAILWAY

And

### UNITED TRANSPORTATION UNION

#### **DISPUTE:**

Claim of Trainman R. Marquis for payment of penalty time at Hawk Junction, Ontario on November 23 and 24, 1986.

#### **JOINT STATEMENT OF ISSUE:**

On Saturday, November 22, 1986 Trainman R. Marquis was protecting Steelton spareboard and was called to deadhead and protect the spareboard at Hawk Junction.

Trainman R. Marquis claimed penalty time at Hawk Junction per article 25 of the current collective agreement.

The Organization contends that R. Marquis was assigned to the spareboard with home terminal at Steelton and that the Company forced him to Hawk Junction therefore article 25 comes into play, subsequently, penalty time between trips should be paid.

The Company contends that Trainman Marquis was temporarily assigned by the Company to another home terminal because of a shortage of Trainmen and was compensated in accordance with article 21 and article 73, and Letter of Understanding on Page 164 of the current collective agreement.

The Company declined payment of the claim of the Organization on the basis that article 25 does not apply at the Home Terminal nor to the circumstances of this case.

#### **FOR THE UNION:**

**(SGD.) J. SANDIE**  
GENERAL CHAIRMAN

#### **FOR THE COMPANY:**

**(SGD.) V. E. HUPKA**  
FOR: VICE-PRESIDENT, RAIL

There appeared on behalf of the Company:

V. E. Hupka                   – Manager, Industrial Relations, Sault Ste. Marie  
N. L. Mills                   – Superintendent - Transportation, Sault Ste. Marie

And on behalf of the Union:

J. Sandie                   – General Chairman, Sault Ste. Marie

## **AWARD OF THE ARBITRATOR**

The material establishes that Trainman Marquis was assigned to protect the Hawk Junction spareboard on the dates in question. While he normally holds a bulletined position on the Steelton spareboard, the Arbitrator is satisfied that Hawk Junction became his home terminal for the purposes of the assignments off the Hawk Junction spareboard. In these circumstances article 25 can have no application and the grievance must be dismissed.

**(signed) MICHEL G. PICHER**  
**ARBITRATOR**