

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1993

Heard at Montreal, Wednesday, 10 January 1990

Concerning

ALGOMA CENTRAL RAILWAY

And

UNITED TRANSPORTATION UNION

DISPUTE:

Claim by Trainman R.S. Jones for lost wages account not called for Trains No. 11 and 10 on May 11, 1988 and on May 13, 1988.

JOINT STATEMENT OF ISSUE:

On May 9, 1988 Trainman R.S. Jones was displaced from his regularly assigned position as Conductor in assigned service handling Trains No. 11 and 10.

On being displaced, Trainman Jones exercised his seniority in the same class of service to establish himself on a permanent position. The Company contends that there was also a conductor junior to Mr. Jones working on a temporary vacancy which position Mr. Jones was required to occupy. This vacancy commenced on May 5, 1988 concluding on May 23, 1988.

The Organization contends that Trainman Jones was not required to protect this vacancy until May 14 and is claiming wages lost by Trainman Jones for the period May 10 to 14 inclusive when not allowed to work his permanent position as Brakeman in accordance with Article 77(b).

The Company disagrees with the position of the Union and has declined payment of the claim.

FOR THE UNION:

(SGD) J. SANDIE
GENERAL CHAIRPERSON

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
J. N. Gardner	– Labour Relations Officer, Sault Ste. Marie

And on behalf of the Union:

J. H. Sandie	– General Chairman, Sault Ste. Marie
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AWARD OF THE ARBITRATOR

The Union does not appear to dispute that Trainman Jones was required to occupy the vacancy which concluded on May 23, 1988. As it happens the assignment in question was not required to work until May 15, 1988 and was on days off from May 10 to May 14. The treatment accorded to the grievor appears to the Arbitrator to be in accordance with the Memorandum of Agreement between the parties dated April 22, 1985 which governs the displacement of trainmen within a set of crews. I can see no basis on which to conclude other than that an employee who is displaced into a given crew must take that crew as he finds it, whether on assigned days of work or assigned days off. On the basis of the material before me no violation of the Collective Agreement is disclosed and the grievance must be dismissed.

January 12, 1990

(Sgd.) MICHEL G. PICHER
ARBITRATOR