

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 3273

Heard in Montreal, Tuesday, 9 July 2002

concerning

CANPAR

and

UNITED STEELWORKERS OF AMERICA (LOCAL 1976)

DISPUTE:

Temps régulier et temps supplémentaire travaillé par un employé junior.

JOINT STATEMENT OF ISSUE:

Le 13 mars 2001, M. Rail a travaillé de 5:30 à 8:30 et de 8:30 à 18:00 pour un total de 12 heures et 50 minutes. M. Rail a été payé 8 heures de salaire au taux régulier et 4 heures et 50 minutes au taux des heures supplémentaires.

Le 13 mars 2001, M. Tartigo a travaillé de 8:30 à 18:30 pour un total de 9 heures et 30 minutes. M. Tartigo a été payé 8 heures au taux régulier et 1 heure et 30 minutes au taux supplémentaire.

M. Tartigo n'a pas été appelé pour travailler sur le quart de travail de 5:30 à 8:30.

Le Syndicat a déposé un grief pour réclamer 3 heures de salaire au taux des heures supplémentaires à M. Peter Tartigo.

La Compagnie a refusé le grief.

FOR THE UNION:

(SGD.) R. PAGÉ
VICE-PRÉSIDENT EXÉCUTIF

FOR THE COMPANY:

(SGD.) P. D. MACLEOD
VICE-PRÉSIDENT EXPLOITATION

There appeared on behalf of the Company:

P. D. MacLeod – Vice-President, Terminal Operations, Mississauga
D. Murray – Supervisor, Montreal

And on behalf of the Union:

D. J. Dunster – Staff Representative, Ottawa
R. Pichette – Unit Chair 2347
P. Tartigo – Grievor

AWARD OF THE ARBITRATOR

The evidence before the Arbitrator confirms, on the balance of probabilities, that there was a failure of communication between the Company and the grievor. I am satisfied that Mr. Tartigo did, as he claims, indicate to the Company that he was willing to be called to work overtime on the dates which are the subject of this grievance. There was some understandable confusion on the part of the Company's supervisors, based in part on the fact that the grievor was taken by one of them to have said that he would prefer one day's notice of early morning overtime "... when possible". The evidence of the Company does not, however, clearly affirm that at the time in question the grievor gave unequivocal directions not to be called at home for overtime. As the grievor's own statement at the hearing indicates, that situation has now changed and indeed he no longer wishes to receive such calls.

The grievance must therefore be allowed. The Arbitrator directs that the Company pay forthwith to Mr. Tartigo three hours at overtime rates, as requested by the Union's representative.

July 12, 2002

(signed) MICHEL G. PICHER
ARBITRATOR