

CANADIAN RAILWAY OFFICE OF ARBITRATION

SUPPLEMENTARY
TO
CASE NO. 554

Heard at Montreal, Tuesday, June 8th, 1976
and
Tuesday, December 14, 1976

Concerning

ALGOMA CENTRAL RAILWAY
and
UNITED TRANSPORTATION UNION (T)

There appeared on behalf of the Company, December 14th, 1976:

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

And on behalf of the Brotherhood:

J. Sandie	General Chairman, U.T.U.(T) - Sault Ste. Marie, Ont.
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SUPPLEMENTARY AWARD OF THE ARBITRATOR

In the award in this matter, it was held that the grievor was entitled to the relief claimed, which was a payment of fifty miles for "called and cancelled". The Company maintains that it satisfies the requirement of payment by crediting the amount in question toward the grievor's monthly guarantee.

The amounts which are to be credited against the monthly guarantee are amounts actually earned, and as well, amounts payable in lieu of earnings, particularly amounts expressed as the equivalent of miles run. This matter has been dealt with in a number of cases including, most recently Case No. 551, between these parties.

The effect of the award in this matter is that the grievor was entitled to the benefit of the "called and cancelled" provisions. He does in fact have that benefit when he is treated as entitled to the mileage referred to in the material provision of the agreement. At the end of the month, when his mileage is compared to his guarantee, he would receive the appropriate payment or not, according to the number of miles credited. The Company was entitled to credit the amount "payable" under this award against the guarantee.

J.F.W. WEATHERILL
ARBITRATOR