

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1546

Heard at Montreal, Thursday, July 10, 1986

Concerning

ALGOMA CENTRAL RAILWAY

and

UNITED TRANSPORTATION UNION

DISPUTE:

Claims of Trainman J. Hutt for miles lost on June 3 and June 11, 1985.

JOINT STATEMENT OF ISSUE:

Trainman J. Hutt, regularly assigned to Passenger Train Nos. 3 and 4 working in turnaround service between Sault Ste. Marie and Canyon, Ontario, applied for a temporary vacancy on Passenger Trains No. 1 and No. 2 working between Sault Ste. Marie and Hearst, Ontario. In both instances, after working one return trip on the temporary vacancy, Mr. Hutt was bumped off the temporary vacancies by a senior employee and reverted to his regularly assigned position. Coincidentally, in both instances, Trainman Hutt was not notified of his being bumped by a senior employee in time for him to catch his regular run.

The Organization believes that the Company had a responsibility to notify Mr. Hutt of the fact that he was bumped in time to catch his regular run and is therefore seeking compensation for loss of earnings for Trainman Hutt that he would have earned on June 3, 1985 and June 11, 1985.

The Company declined the request of the Organization.

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:

Victor E. Hupka - Manager, Industrial Relations, ACR, Sault  
Ste. Marie  
Newell L. Mills - Superintendent, ACR, Sault Ste. Marie

And on behalf of the Union:

J. Sandie - General Chairman, UTU, Sault Ste. Marie

AWARD OF THE ARBITRATOR

The evidence established that it remains the yardmaster's responsibility to advise train crew members of their displacement by a more senior employee on a temporary run.

Where such a displacement arises during the period when the yardmaster is off duty and the employee who is being bumped learns of his displacement when the yardmaster resumes duty the consequence may be that that employee will be denied the opportunity to return to the next available run with respect to his regular position.

There is lacking any provision in the collective Agreement that governs the requirement for employee notification of such displacements.

The practice, as indicated by the company, is to inform train crew employees whenever it is practicable to do so. The company's practice is for the yardmaster to make such notification with respect to displacements that arise while he is off duty as soon as practicable after he reports for duty.

As a result it may very well be too late for the displaced employee to man a run that he would otherwise be entitled to if he had been notified in a more timely fashion.

In other words, in the absence of a provision of the collective agreement governing such notification an employee bumps into a temporary position at his or her peril. If that employee should later be bumped by a more senior employee, he or she is not protected with respect to the immediacy of his or her reversion to his or her regular position until notified in accordance with the company's practice.

Because I have not been persuaded that violation of any provision of the collective agreement occurred, the grievance must be denied.

DAVID H. KATES,  
ARBITRATOR.