

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:

Claim for overtime worked by a junior employee.

JOINT STATEMENT OF ISSUE:

On March 13, 2001, Mr. Rail worked from 05:30 to 08:30 and from 08:30 to 18:00 for a total of 12 hours and 50 minutes. Mr. Rail was paid 8 hours' salary at regular rates and 4 hours and 50 minutes at overtime rates.

On March 13, 2001 Mr. Tartigro worked from 08:30 to 18:30 for a total of 9 hours and 30 minutes. Mr. Tartigro was paid 8 hours at regular rates and 1 hour and 30 minutes at overtime rates.

Mr. Tartigro was not called for the overtime work from 05:30 to 08:30.

The Union filed a grievance claiming 3 hours' overtime on behalf of Mr. Peter Tartigro.

The Company declined the grievance.

FOR THE UNION:

FOR THE COMPANY:

(SGD.) R. PAGÉ
EXECUTIVE VICE-PRESIDENT

(SGD.) P. D. MACLEOD
VICE-PRESIDENT, OPERATIONS

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