

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 42

Heard at Montreal, Monday, July 11th, 1966

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Request of Brotherhood that Conductor Fitzgerald and crew be compensated for an additional minimum day's pay of 100 miles each at the through freight rate for switching performed at Rigaud, December 26th, 1965 and January 2nd, 3rd and 7th, 1966 pursuant to Article 2(a) and (b) of the Collective Agreement.

JOINT STATEMENT OF ISSUE

On the dates mentioned the conductor and crew on suburban commuter train No. 255, which left Montreal at 9:45 p.m., were ordered to make certain switching moves after arrival of their train at Rigaud, at 11:05 p.m. This crew, while on continuous time, were required to switch equipment which had previously arrived at Rigaud on other suburban commuter trains to be used on suburban commuter trains No. 244 and No. 250 from Rigaud to Montreal the following morning. The Brotherhood disputes the action of the Company in having the crew of train No. 255 do switching of equipment at Rigaud on suburban commuter trains other than their own and requests payment of an additional day's pay. The claims in question have been declined by the Company.

FOR THE EMPLOYEES:

(SGD.) J. I. HARRIS
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) A. M. HAND
GENERAL MANAGER

There appeared on behalf of the Company:

- F. G. Firmin – Assistant to Vice-President, Atlantic Region, Montreal
- R. Colosimo – Supervisor Personnel & Labour Relations, Montreal

And on behalf of the Brotherhood:

- J. I. Harris – General Chairman, Montreal

AWARD OF THE ARBITRATOR

As indicated in the Statement of Issue the question to be determined is whether the example following Clause (b) of Article 2 should govern what occurred on this case.

Article 2 is headed "*Passenger Service – Short Turn-Around Runs*".

The example reads:

On the St. Thomas-Woodstock passenger run, the work incident to such service would include turning, setting away and making up their train, but would not include station switching, or work not in connection with their train. For any overtime ...

Admittedly this was what comes under the term "short turn-around passenger service"; a passenger service between two terminals involving the assignment of train crews to two or more specific trains, making one or more daily round trips, no single trip of which exceeds eighty miles.

The representative for the Brotherhood told that over the years most of the Company's short turn-around services have been abolished, such as between St. Thomas and Woodstock, Ottawa and Brockville; that this class of service is generally performed in relation to suburban commutation, largely confined to the Montreal metropolitan area.

It was said that no emergency existed requiring the use of this crew for the switching involved. The representative of the Brotherhood claimed the Company could easily have required the crews destined to take out trains 244 and 250 the following day to have reported a half hour earlier.

For the Company it was urged that the provisions of Article 2(a) of the collective agreement, specifying overtime basis of payment to trainmen on short-turn-around runs, including suburban service, and the work incidental to such service, does not relate simply to the work involved in a particular assignment, but in fact to "branch line service and the work incident to such service." That the term "service" should be interpreted as being broad enough to include the necessity to so operate these suburban trains on a rigid time-table as to avoid complaints flowing from delayed arrivals.

It was also emphasized that these particular employees were on a continuous time basis from the time of departure from Montreal until their return the next morning.

The intention of the parties as to the requirements of employees covered by Article 2 is plainly spelled out in the example quoted. While it remains in the agreement, in my opinion, it must govern. Much of the argument advanced on behalf of the Company would have merit in consideration for deletion of the example, to cover the particular exigencies of present-day Montreal suburban service. In the meantime, the words "but would not include station switching, or work not in connection with their train", in my opinion cannot be ignored.

For these reasons these claims are granted.

(signed) J. A. HANRAHAN
ARBITRATOR