

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 56

Heard at Montreal, Monday, March 13th, 1967

Concerning

CANADIAN NATIONAL RAILWAYS

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Forty-three time claims submitted by yard crews at Vancouver, B. C., between July 16 and November 22, 1965.

JOINT STATEMENT OF ISSUE:

On arrival at Vancouver, while en route to the passenger depot, road crews operating passenger trains No. 51 and No. 1 turned their trains on the wye track and backed them into the passenger depot. Regularly assigned yardmen submitted forty-three time returns for various dates between July 16 and November 22, 1965, claiming a total of 228 run-around payments of eight hours each under the provisions of article 7, clause (c) of the Yardmen's Agreement. The claims were submitted on the grounds that the wyeing of train within Vancouver switching limits by road crews constituted a violation of article 4, clause (b) of the collective agreement.

The Company declined payment of the claims.

FOR THE EMPLOYEES:

(SGD.) H. C. WALSH
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) E. K. HOUSE
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

R. St. Pierre	– Labour Relations Assistant, Montreal
A. D. Andrew	– Senior Agreements Analyst, Montreal
A. J. DelTorto	– Labour Relations Assistant, Montreal

And on behalf of the Brotherhood:

H. C. Walsh	– General Chairman, Winnipeg
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AWARD OF THE ARBITRATOR

This claim is based upon the contents of article 4, clause (b) of the Schedule of Rates and Rules for Yardmen, particularly the first paragraph thereof, reading:

Yardmen will do all transfer, construction, maintenance of way, and work train service exclusively within switching limits. and will be paid yard rates for such service. Switching limits to cover all transfer and industrial work in connection with terminal.

The representative for the Brotherhood stated that in the period between July 16 and November 22, 1965, the Company required train crews on Trains No. 51 and No. 1 to turn their trains on the wye at Vancouver and then back them into the depot; that this work was performed within switching limit and is work normally performed by yardmen in line with the above rule.

It was also contended that at Vancouver there is no physical situation which would require passenger trains being turned before arrival at Vancouver Station by road crews; therefore, it is not a condition of assignment for road crews on such trains.

The total claim involved 228 claims for run-around because yard crews should have been required to do the work involved, as they previously had done.

The representative for the Company outlined the reason for the change in 1965 affecting the arrival of trains at the Vancouver terminal. Because of the necessity, in the interest of efficiency to reduce the time taken for servicing, where previous to that time it had been the practice to have the arriving trains head into the station tracks, which are dead-end tracks, "engine first", this was changed to have the incoming train backed, rather than pulled, into the station tracks by the road crew. This was done by utilizing "wye" facilities lying between the CN junction and the terminal. This resulted in a saving, it was claimed, of as much as 1 hour and 15 minutes, that was utilized in performing work on the equipment to have it ready for outward passage.

In addition, this method permitted passenger carrying equipment to be stopped at a station platform, where passengers could begin to detrain as soon as the train arrived. Previously they were unable to do so until the rear portion had been placed.

In an analysis of the four types of operation outlined in article 4, clause (b) the representative for the Company emphasized that none had anything to do with the manner in which a passenger train proceeds, or the route that it may follow when operating through switching limits. In other words, that the work performed in taking the train through this wye by the road crew was done as part of a road trip; that yardmen would therefore not have entitlement to the work because it was performed as part of a road trip and not performed "... exclusively within switching limits ..."

Of persuasive appeal was the argument advanced for the Company that the work performed by road crews in the instance involved bears no relationship to transfer service – the only one of the four terms mentioned in clause (b) that could possibly have application. It was contended that if this could be considered a transfer service, then the movement of all trains within switching limits would have to be considered transfer service, and the road crews, rather than handle their trains to the passenger station would have to be changed off with yard crews upon entering switching limits.

I am convinced that the operation described does not come within the scope of the term "a transfer", but is part of the total operation involved in a road crew bringing a passenger train into the terminal and therefore is part of a road trip.

Further, this claim was made under the provisions of article 7, clause (c), paragraph 2. This provision does not cover payment to regularly assigned men, but rather only to spare yardmen "standing first out and available for duty". None of the employees filing claims in this dispute was a spare yardman.

For these reasons this grievance is dismissed.

(signed) J. A. HANRAHAN
ARBITRATOR