

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 67

Heard at Montreal, Monday, May 8th, 1967

Concerning

ALGOMA CENTRAL RAILWAY

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Claim of Conductor T. Bouliane and crew for eight (8) hours pay when tied up at Oba, June 3rd, 1966.

JOINT STATEMENT OF ISSUE:

June 2nd, 1966, Conductor T. Bouliane and crew worked way-freight Hawk Junction, Ontario to Oba, Ontario and tied up at Oba at 9:50 p.m. after being on duty 12 hours and 25 minutes.

June 3rd, 1966, this crew was called for 7:50 a.m. at Oba and ordered to wayfreight Oba to Hearst and return to Oba. Crew were on duty 11 hours and 25 minutes carrying out this work and were tied up at Oba at 6:45 p.m.

June 4th, 1966, this crew was ordered at Oba for 10:30 a.m., worked south to Hawk Junction and were off duty at 4:40 p.m.

The crew claimed pay for the first 8 hours tied up at Oba after 6:45 p.m., June 3rd, under article 32 of the schedule.

The Company declined payment of the claim.

FOR THE EMPLOYEES:

(SGD.) C. E. MCCLELLAND
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) J. A. THOMPSON
VICE-PRESIDENT – RAIL OPERATIONS

There appeared on behalf of the Company:

J. A. Thompson – Vice-President – Rail Operations, Sault Ste. Marie
H. R. Wootton – Manager Rail Operations, Sault Ste. Marie

And on behalf of the Brotherhood:

C. E. McClelland – General Chairman, Sault Ste. Marie,

AWARD OF THE ARBITRATOR

The spokesman for the Brotherhood based this claim upon the provisions in article 32, particularly that portion reading:

Trainmen tied up at any point between the initial terminal and the point for which called, which point shall be recognized as the final terminal, shall be paid ...

This crew had been assigned under Bulletin No. 28 on June 2, 1966, to work the way freight Train No. 5 from Hawk Junction to Hearst.

Bulletin No. 28 read:

CONDUCTORS AND BRAKEMAN:

Effective with Time Table No. 107, May 29th, 1966, applications will be received until May 20th, 1966 for positions as follows:

3 Conductors

6 Brakemen

For Pool Freight service – Northern Subdivision handling trains No. 5 and 6 between Hawk Junction and Hearst and other services as required.

Home Terminal Hawk Junction.

On June 2, having been ordered at Hawk Junction at 10.15 a.m. for Train No. 5, wayfreight enroute to Hearst, which is 130 miles north, the train arrived Oba, 80 miles north of Hawk Junction at 7:40 p.m. The members of the crew were there occupied for two hours and ten minutes. Having been on duty twelve hours and five minutes, they decided to book rest at 9:50 p.m., under article 49 of the agreement.

The next day, upon expiration of the rest period they had booked, the crew was ordered for 7.50 a.m. to run an Extra from Oba to Hearst and return to Oba, handling wayfreight enroute. They were on duty 11 hours and 25 minutes on this assignment. They tied up at Oba at 6:45 p.m.

This claim was then made for the first eight hours they were off duty at Oba after 6:45 p.m., June 3rd.

The contention of the Brotherhood was that the only terminals on this subdivision are Hawk Junction and Hearst. Therefore, article 32 applies.

For the Company it was claimed the action of the crew booking rest as they did disrupted the schedule. With Train No. 5 tied up at Oba on June 2nd, it was necessary to annul the schedule of No. 5 from Oba to Hearst. With no crew at Hearst to handle Train No. 6, June 3rd, the schedule of Train No. 6 was annulled Hearst to Hawk Junction.

The right to make this new assignment Oba to Hearst and return, it was declared was permitted by the contents of the original bulletin, included in which are the words “and other services as required”

There can be no doubt that the trip from Oba to Hearst and return was another assignment, separate and distinct from the original and within those terms “... and other services as required.” This became necessary by the disruption of the schedule for No. 5, as result of the crew booking rest.

The new trip would make Oba the initial and final terminal on this special run. Now consider the opening language of article 32:

Trainmen tied up at any point between the initial terminal and the point for which called, which point shall be recognized as the final terminal, shall be paid ...

On this special run this crew were not tied up at any point between the initial and the final terminal, Oba. Article 32 therefore has no application.

For these reasons this claim cannot be sustained.

(signed) J. A. HANRAHAN
ARBITRATOR