

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 93

Heard at Montreal, Tuesday, November 14th, 1967

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Claim of Conductor R. Bernier, Trainmen B. Derepentigny and W. Seymour for 100 miles each account regular assignment cancelled August 26th, 1966.

JOINT STATEMENT OF ISSUE:

Conductor R. Bernier, Trainmen B. Derepentigny and W. Seymour were the regular crew on Assignment No. 13 St Luc – Ottawa pickup bulletined to leave St. Luc at 3:00 a.m. Monday, Wednesday and Friday, home terminal St. Luc and returning Ottawa to St. Luc 9:00 p.m. same days. On August 26th, Conductor Bernier and crew were cancelled. Claim was submitted by the Brotherhood under the provisions of article 17(d) of the collective agreement covering Conductors and Brakemen. Claim was denied by the Company.

FOR THE EMPLOYEES:

(SGD.) J. I. HARRIS
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) A. M. HAND
GENERAL MANAGER, ATLANTIC REGION

There appeared on behalf of the Company:

R. Colosimo – Supervisor Personnel & Labour Relations, Montreal

And on behalf of the Brotherhood:

J. I. Harris – General Chairman, Montreal

L. Safnuk – Vice-General Chairman, Sudbury

AWARD OF THE ARBITRATOR

This crew were assigned to regular assigned pick-up bulletined to operate from St. Luc (Montreal) to Ottawa 3:00 a.m. Mondays, Wednesdays and Fridays, returning 9:00 p.m. the same days. St. Luc was the home terminal.

The report of a Board of Conciliation issued on August 9th was not accepted by the Brotherhood who under date of August 22, 1966, advised the Company a strike had been called for August 26th at 12:00 noon standard time.

The cancellation of the run of this crew on August 26th represented to the Brotherhood a violation of the guarantee they submitted applied because of article 17(d) of the collective agreement, reading, in part:

17 (d) When regular assigned wayfreight runs are cancelled and it is possible to operate other trains, the assigned crews will be allowed 100 miles except when cancelled on Sundays or on statutory holidays ...

In support of this claim the Arbitrator was told that on the morning of August 26th the Company operated its regular passenger train No. 132, due to leave Ottawa at 8:05 a.m. and to arrive at Montreal at 11:05 a.m.

The fact that the Company did operate passenger train No. 132 on the morning of August 26 over the track used by the regularly assigned freight crew should, beyond doubt support the Brotherhood's understanding of Clause (d) that the men in question are entitled to 100 miles because of the cancellation on that date.

For the Company it was explained that Train No. 132 was operated as described, because it could reach Montreal, where it could be properly stored during the strike, before the deadline of 12:00 p.m. Again it was submitted for the Company that the provisions of article 17, Clause (d) apply under normal conditions. On this occasion the desire to have the equipment ordinarily operated by this crew in Montreal, for proper storage, was the only reason for the cancellation.

For the reasons given in **Case No. 92** this claim is denied.

(signed) J. A. HANRAHAN
ARBITRATOR