

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 94

Heard at Montreal, Tuesday, November 14th, 1967

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Claim of Conductor C.S. Blue, Trainmen G.W. King and W.D. Karnes for 200 miles each account regular assignment cancelled on September 2nd and 3rd, 1966.

JOINT STATEMENT OF ISSUE:

Conductor C.S. Blue, Trainmen G.W. King and W.E. Karnes were regularly assigned to Trains 79 and 80, home terminal Woodstock, operating Woodstock 6:00 a.m. to Fredericton, Monday – Wednesday and Friday, operating Fredericton 5:00 a.m. to Woodstock, Tuesday, Thursday and Saturday. Claims were submitted by the Brotherhood under the provisions of article 17(d) of the collective agreement covering conductors and brakemen. Claims were 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

As indicated in the Joint Statement of Issue, the Brotherhood contends that the Company violated article 17, clause (d) of the collective agreement when it cancelled Wayfreight Trains 80 and 79 scheduled to operate on the Gibson Subdivision on the Saint John Division between Woodstock and Fredericton N.B., September 2, 1966 and Fredericton to Woodstock, September 3, 1966.

Article 17, clause (d) reads; 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 ...

Following issuance of the report of a Board of Conciliation this Brotherhood served notice on the Company on August 22, 1966, that a strike would occur at 12:00 noon standard time, August 26th.

This assignment is scheduled to operate six days per week from Woodstock to Fredericton, Monday, Wednesday and Friday and Fredericton to Woodstock Tuesday, Thursday and Saturday.

There was no dispute that because of the pending strike the Company moved the equipment assigned to Trains 80 and 79 to McAdam, 51.1 miles south of Woodstock, for storing prior to the time set by the Brotherhood for the commencement of the strike.

When the cessation of the strike occurred on Friday, September 2, there was no equipment at Woodstock, it was alleged by the Company. It was therefore not possible to operate Train 80 out of Woodstock as there was no diesel power available at that point and there were no crews at McAdam to move either train or diesel power to Woodstock.

In support of the Brotherhood's contention, the Arbitrator was advised on September 2 the Company operated Train No. 54 on the portion of the Shogomoc Subdivision used by Trains 80 and 79 and on September 3rd operated Trains 58 and 983 on the same trackage. This indicated, to the Brotherhood, that the track was in perfect condition, and that therefore it was possible to operate other trains had the Company cared to do so.

It was also contended that the Company had equipment and crews available at Aroostock that could have been used to supply required power.

In this matter the Company urged the provisions of article 17, Clause (d) apply under normal conditions and that it cannot be considered it has application in the circumstances under which this assignment was cancelled, which was due solely to the action of the Brotherhood in calling a strike.

It was also stated that no trains were operated over the Gibson Subdivision on the dates in question, which is the subdivision in which trains 80 and 79 operate.

When a general strike occurs there is bound to be disruption of operations. The desire of the Company to have its equipment properly stored for the duration of a strike, the term of which could not be accurately estimated, is reasonable. If such storage resulted in a delay in getting back to normal operation at the cessation of the strike, that is understandable these are matters, of course, to be considered before a strike is entered into and to be understood when it ceases.

For these reasons this claim is denied.

(signed) J. A. HANRAHAN
ARBITRATOR