

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 121

Heard at Montreal, Tuesday, October 8th, 1968

Concerning

PACIFIC GREAT EASTERN RAILWAY COMPANY

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Claim of Conductor J. A. Read and crew for "actual miles crew with block No. 1030 made off their assigned territory" on January 24, 1968.

JOINT STATEMENT OF ISSUE:

Conductor J. McCormick and crew in assigned switcher service Dawson Creek Subdivision between Dawson Creek, B.C. and Chetwynd, B.C. arrived at Chetwynd at 3:25K, January 24, 1968, and being the only crew available at Chetwynd, were instructed to switch emergency equipment out of their train and take it to an area of impassable track at Mile 708.5, north of Chetwynd on the Fort St. John Subdivision, together with other north tonnage. Train departed at 5:00K.

Conductor J. A. Read and crew in pool freight service Fort St. John Subdivision between Prince George, B. C. and Chetwynd, B. C., arrived at Chetwynd at 4:05K, January 24, 1968, and went off duty at 4:35K.

Subsequently Conductor J. A. Read and crew submitted time return claiming "actual miles crew with block No. 1030 made off their assigned territory" (i.e. miles made by Conductor McCormick and crew outside their assigned territory).

The Company has declined payment of the claim.

FOR THE EMPLOYEES:

(Sgd.) R. F. LANGFORD
GENERAL CHAIRMAN

FOR THE COMPANY:

(Sgd.) J. A. DEPTFORD
REGIONAL MANAGER

There appeared on behalf of the Company:

R. E. Richmond – Chief Industrial Relations Officer, Vancouver
R. K. Rebagliati – Superintendent, Peace River Division

And on behalf of the Brotherhood:

R. F. Langford – General Chairman, Prince George,

AWARD OF THE ARBITRATOR

The grievors, Conductor Read and his crew, were engaged in assigned pool freight service between Prince George and Chetwynd, in the Fort St. John Subdivision. On the day in question they were en route to Chetwynd from Prince George at the time when it became necessary for the Company to move certain emergency equipment to an area of impassable track at Mile 708.5 north of Chetwynd in the direction of Fort St. John. At the same time, Conductor McCormick and his crew were engaged in assigned switcher service between Dawson Creek and Chetwynd in the Dawson Creek subdivision, and were en route from Dawson Creek to Chetwynd. The Operating Division Trainmaster at Chetwynd found that there was suitable emergency equipment on the Dawson Creek Switcher service that is on Conductor McCormick's train – which was due to arrive at Chetwynd 3:25K. This train did arrive at that time, and Conductor McCormick and his crew were instructed to switch the emergency equipment out of their train and take it to the area of impassable track north of Chetwynd. They did this, leaving Chetwynd at 5:00 o'clock. Meanwhile, Conductor Read and his crew arrived at Chetwynd at 4:05 o'clock, and went off duty at 4:35. They claim, in effect, that they should have been assigned to take the emergency equipment to Mile 708.5.

The Union contends that the grievors are entitled to be compensated by virtue of Article 127 (c) of the collective agreement. That article provides as follows:

- (c) When an assigned crew is used instead of an available unassigned crew, the unassigned crew will be compensated to the full extent of the total miles made by the assigned crew making the trip.

I am unable to conclude that this provision has any application in the circumstances of this case. It is true that Conductor Read's crew was "unassigned" vis-à-vis the trip to Mile 708.5, but they were not "available" in Chetwynd at the time the emergency equipment arrived and was ready to be switched and moved north, nor was an "assigned" crew used for the work: Conductor McCormick's crew was not engaged in assigned service to points north of Chetwynd in the Fort St. John Subdivision.

Again, reliance is placed on Article 221, dealing with pool freight and unassigned service, which provides that crews in such service will be run first in first out of terminals on their respective subdivisions. The answer to this would appear to be simply that Conductor Read and his crew were not first in at Chetwynd on the day in question.

The run north from Chetwynd to Mile 708.5 was, in a sense, "foreign" to both crews, although it was on the Fort St. John Subdivision, that is, the subdivision on which Conductor Read and his crew worked. Conductor McCormick and his crew, accordingly, worked off their regular subdivision on this occasion. Article 223 makes the following provision with respect to this situation:

- 223** Freight crews will be assigned to regular subdivisions and will be kept on those subdivisions, except in emergency on account of shortage of men or crew they may be required to go on another subdivision, in which case they must be changed off with the first unassigned crew on that subdivision met enroute.

Crews arriving at their own subdivision terminal when crews from another subdivision are about to be used, shall change off with said crews for the purpose of keeping crews on their own respective subdivisions, even though the crew about to be used has been called and started to work This clause will not be enforced when crews require rest.

Since Conductor Read and his crew arrived in Chetwynd before Conductor McCormick and his crew, it might be said that they had met enroute, and that the crews should have been changed off. However this may be, the fact is that Conductor Read and his crew had been on duty for eight hours and thirty-five minutes upon their arrival at Chetwynd; Conductor McCormick and his crew had been on duty only three hours and forty minutes. Thus it appears that article 223 was not enforceable in these circumstances, if it applied at all. Further, the automatic terminal release provisions contained in Article 209 appear to have applied to Conductor Read's crew (so that they could not have been required to do further work), but did not apply to Conductor McCormick's crew.

There was every good reason to assign the work in question to Conductor McCormick's crew. No good reason appears for assigning it to Conductor Read's crew, and the provisions of the collective agreement do not require such an assignment in the circumstances of this case. There is thus no foundation for the grievance.

For the foregoing reasons the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR