

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 147

Heard at Montreal, Tuesday, April 8th, 1969

Concerning

PACIFIC GREAT EASTERN RAILWAY COMPANY

and

BROTHERHOOD OF RAILROAD TRAINMEN

DISPUTE:

Claim of Conductor Stanley and crew for a minimum day at yard rates at Prince George Terminal, December 14, 1968.

JOINT STATEMENT OF ISSUE:

Conductor Stanley and crew, in assigned switcher service, arrived Prince George Terminal on December 14, 1968, at 12:15K. The train consisted of 34 loads and caboose.

On arrival, Conductor Stanley was instructed to store train by placing 27 cars of logs to Intercontinental Pulp, Log Track No. 1 and place the remaining cars to Track No. 1, Bridge Yard. Caboose to be placed to assigned caboose track on the way to placing engine to shop track.

These instructions were carried out by Conductor Stanley and the crew went off duty at Yard Office in the South Yard, Prince George at 13:25K, December 14th.

Conductor Stanley submitted a Time Return, dated December 14, 1968, for himself and crew, claiming a minimum day at yard rates.

Payment was declined by the Company.

The Brotherhood contends that the Company was in violation of Article 209(e) of the collective agreement when it instructed the crew to store train in this manner.

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
F. B. Estabrooks – Superintendent, Caribou Division, Prince George
P. A. Deas – Personnel Supervisor, Vancouver

And on behalf of the Brotherhood:

R. F. Langford – General Chairman, Prince George

AWARD OF THE ARBITRATOR

On the day in question Conductor Stanley and his crew had commenced duty at Fort St. James at 6:00 K. The train left Fort St. James at 7:20 K and arrived at the Prince George Terminal at 12:15K. Final terminal time was payable from 12:15 on, that being the time the train passed the north switch at Bridge Yard at Prince George. This switch, at Mile 467.8, was the “designated point” referred to in Article 209(c). That article provides as follows:

(c) Final Terminal Time

Trainmen will be paid final terminal time including switching, on minute basis at pro rata rate from time the locomotive reaches the designated point at final terminal; should train be delayed at semaphore, yard limit board, or behind another train similarly delayed, time shall be computed from time train reaches that point; time shall continue until released from duty.

After passing the designated point the crew then proceeded to perform the work described in the joint statement of issue. While this crew placed 27 cars of logs on Log Track No. 1 at the International Pulp Company, it appears that they did not in fact place the remaining cars on Track No. 1, Bridge Yard, but that this was done by the 8:00K Bridge Yard crew. In any event, Conductor Stanley and his crew completed this work and went off duty at 13:25K, as indicated.

Conductor Stanley submitted a time claim which included a claim for one hour and ten minutes’ final terminal time. This claim was paid, and it is the company’s submission that it was correct. Conductor Stanley subsequently submitted an additional time claim in respect of the time from 12:15 to 12:45 when he and his crew were engaged in placing the 27 cars of logs on Log Track No. 1. For this work he sought a minimum day’s pay at yard rates.

This claim, it is argued, is supported by Article 209 (e) of the collective agreement, which is as follows:

(e) Automatic Terminal Release

A trip will end automatically on arrival at a terminal except as otherwise provided and trainmen will not be required to do work other than storing their own train and placing locomotive to shops. Crew may be required to spot stock from their own train on arrival at terminal if no yard crew on duty.

With respect to mixed, wayfreight or switcher assignments in turnaround service in cases where turnaround point is terminal for pool freight and unassigned crews, automatic terminal release will not apply at turnaround point.

The meaning of terminal is understood to be the regular points between which crews regularly run, i.e., assigned by bulletin.

(The provisions respecting turnaround service do not apply in this case).

It is clear from Article 209(e) that trainmen may not be required to perform switching work involving trains other than their own train. It is likewise clear, both from Article 209(e) and from Article 209(c) that the agreement contemplates that incoming trainmen may be expected to do some switching within the terminal. By Article 209(e) the trip ends automatically (“except as otherwise provided”) but the crew must nevertheless store the train and place the locomotive to shops. For this final terminal time they are paid on a minute basis at pro rata rate, as Article 209(c) requires.

Article 209(e) contains the further provision that a train crew, on arrival at a terminal, may be required to spot stock from their own train, if there is no yard crew on duty. In the instant case, there were yard crews on duty at the Prince George Terminal. Article 209(e), then would not justify the requirement that Conductor Stanley and his crew “spot” any stock on this occasion although it does justify their being required to “store” their own train. In this case, then, a question arises whether the work which was done constitutes the “spotting” of stock or the “storing” of the train. This is perhaps a difficult question, since article 209(e) appears to contrast the one with the other, although the two terms may not necessarily be inconsistent: that is, it is at least arguable that the “storing” of the train may require, in some circumstances, the “spotting” of the stock. In this connection, it may be noted that Conductor Stanley, in his first time claim, described the work from 12:15 until 13:25, claimed as final terminal time, as “Yard and store train. Tie up”.

In my view, it is not necessary in this case to dwell on the distinction, such as it may be, between “storing” a train and “spotting” stock. The provision in Article 209(e) that train crews may spot stock from their own train where there is no yard crew is not a provision as to the payment to which the train crew may be entitled for such work. The real force of this provision is surely to qualify the rights which yard crews might otherwise have to perform such work. In this case, there was a yard crew on duty, and it may be (if the work in question constituted “spotting” stock) that the yard crew would have some grievance over the performance of the work by the train crew. The case before me, of course, is quite different. Here, the train crew claims that because it did such work it should be paid a minimum day at yard rates. Article 209(e) simply does not support this claim, whereas Article 209(c) deals expressly with the situation. It may be noted that if there had been no yard crew, the train crew would certainly have had to perform this work, whether it be storing, spotting or both, and there would be no ground for their claiming, as here, that they were in effect given a new assignment as a yard crew.

It is therefore my conclusion that the automatic terminal release clause of the collective agreement does not require that the grievors be paid for the work in question as though they had become a yard crew. The work related entirely to their own train, and was “final terminal time, including switching”. The grievors were properly paid for this work under Article 209(c).

Accordingly, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR