

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 181

Heard at Montreal, Tuesday, October 14th, 1969

Concerning

**PACIFIC GREAT EASTERN RAILWAY COMPANY**

and

**UNITED TRANSPORTATION UNION (T)**

### **DISPUTE:**

Claim of Conductor L. Springer and crew for 100 miles run-around dated March 15, 1969.

### **JOINT STATEMENT OF ISSUE:**

Conductor G. S. McFarlane was assigned as a Conductor Pilot on the Squamish Subdivision. On Thursday, February 27, 1969, he was working with a Burro crane and was instructed to couple the Burro crane onto a pile driver, toot car and idler at Mileage 30.6 and move this equipment to Porteau Siding, a distance of 4.7 miles.

Conductor L. Springer submitted a 100 mile run-around on behalf of himself and his crew, first out in unassigned service at North Vancouver Terminal. Payment was declined on the grounds that there was no requirement for a full crew.

The Union requests payment, claim a violation of Article 224 (d)(iii) of the Collective Agreement.

### **FOR THE EMPLOYEES:**

**(SGD.) R. F. LANGFORD**  
GENERAL CHAIRMAN

### **FOR THE COMPANY:**

**(SGD.) J. A. DEPTFORE**  
REGIONAL MANAGER

There appeared on behalf of the Company:

R. E. Richmond – Chief Industrial Relations Officer, Vancouver  
H. Collins – Personnel Supervisor, Vancouver  
L. F. Beaulieu – Terminal Supervisor, Prince George

And on behalf of the Brotherhood:

R. F. Langford – General Chairman, Prince George

**AWARD OF THE ARBITRATOR**

The Burro crane, like the pile driver, is self propelled equipment. This equipment was operated on the main track outside yard limits, and accordingly, a conductor in charge was required pursuant to article 224(d)(i). Conductor McFarlane worked as such at the time in question. The parties differed as to whether the tool car (or tender) and idler, used in conjunction with the pile driver, were “cars”, or whether they should be considered as part of one piece of equipment (as the accessory car was considered in **Case No. 146**). It is not necessary for me to resolve this question, since even if the pile driver, tool car and tender were considered to be one piece of equipment, there were still at least two pieces of equipment involved, the Burro crane and the pile driver. The pile driver was not under power on the occasion in question and the issue is simply whether the use of the Burro crane in these circumstances required a full crew.

Article 224 (d) (iii) provides as follows:

- (iii) Self-propelled equipment as enumerated above will not be used to switch cars, place loads or remove empties unless manned by a full crew. This, however, not to be construed as prohibiting the use of such self-propelled equipment without full crew, in the moving of cars or empties along tracks where they are being loaded or unloaded of material and supplies on material or ship yard tracks.

**NOTE:** Pilot on self-propelled equipment will be paid on the same basis as an assigned work train.

It has not been shown that self-propelled equipment was used in this instance to switch cars, place loads or remove empties. Accordingly, the requirement for a full crew did not arise under this article. The company did comply with article 224(d)(i), and that would appear to be sufficient compliance with the requirements of article 224, in this case.

Accordingly, there has been no violation of the collective agreement established, and the grievance must be dismissed.

**(signed) J. F. W. WEATHERILL**  
**ARBITRATOR**