

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 194

Heard at Montreal, Tuesday, December 9th, 1969

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claims of Conductor E. R. Clark and crew for 108 miles, 26th January 1966, and Conductor W. H. Towhey and crew for 100 miles, 14th May 1966, 20th October 1966, and 21st November 1966, when required to lift a portion of their train from yard tracks located in the extended portion of Cranbrook Yard before leaving on their trip from Cranbrook to Nelson on the Nelson Subdivision.

JOINT STATEMENT OF ISSUE:

Cranbrook – Lethbridge and Nelson Seniority District crews hold seniority rights on the Nelson Subdivision, the former from Cranbrook to Kootenay Landing and the latter from Kootenay Landing to Nelson. However, in accordance with the provisions of a Memorandum of Agreement entered into effective 1st September 1954, the work is apportioned between Cranbrook and Nelson crews with the crews operating through between Cranbrook and Nelson.

Prior to 8th February, 1965, Cranbrook yard extended from mileage 1.24 Nelson Subdivision to mileage 97.7 Cranbrook Subdivision. Effective that date the yard was extended eastward from mileage 1.24 Nelson Subdivision to mileage 97.2 Cranbrook Subdivision. When required to lift a portion of their trains from yard tracks located in the extended portion of Cranbrook Yard, Conductors Clark and Towhey and crews claimed payment for such service trips separate and apart from their trips Cranbrook to Nelson. Payment of these claims was declined by the Company. The United Transportation Union alleges that the Company, in declining these claims, has violated Paragraph 2 of the Memorandum of Agreement effective 1st September 1954 which reads:

Either Cranbrook or Nelson crews will be used on Nelson Subdivision. Except when adjusting miles as provided for in Item 3 of this Memorandum, Nelson crews at Cranbrook will stand first out for Nelson and Cranbrook crews at Nelson will stand first out for Cranbrook.

and Article 11, Clause (c) (1), first paragraph, which reads:

In all freight, mixed unassigned passenger, light running (engine and caboose), pusher and helper service, one hundred miles or less, eight hours or less, constitute a day's work, exclusive of payment for switching, initial terminal detention and time at turn-around points. Final terminal detention (not including switching) will be used to make up a minimum day. When trains are turned at intermediate points, actual mileage both ways on round trip will be counted as mileage of run.

FOR THE EMPLOYEES:

(SGD.) S. McDONALD
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) R. S. ALLISON
REGIONAL MANAGER – PACIFIC REGION

There appeared on behalf of the Company:

J. G. Benedetti – Supervisor Personnel & Labour Relations, Vancouver
C. F. Parkinson – Labour Relations Assistant, Montreal

And on behalf of the Brotherhood:

S. McDonald – General Chairman, Calgary
R. T. O'Brien – Vice Chairman, Calgary
J. Ferguson – Local Chairman, Kamloops

AWARD OF THE ARBITRATOR

The crews in question were Nelson crews, and their trains were from Cranbrook to Nelson on the Nelson subdivision. Prior to departure from Nelson, however, the crews were required to lift a portion of their trains from yard track located, as the Joint Statement of Issue indicates, in the extended portion of Cranbrook yard. This trackage was located between mile 97.2 and mile 97.5 on the Cranbrook subdivision. The Cranbrook subdivision ends at mile 97.2 at Cranbrook station. Cranbrook yard, however, contains track within the Nelson as well as the Cranbrook subdivision, as is apparent from the Joint Statement. Cranbrook Station is at mile 99.2 on the Cranbrook subdivision, and also at mile 0 on the Nelson subdivision.

It is agreed, however, that Nelson or Cranbrook crews could properly perform work in connection with their own trains even though on track within the other's subdivision, provided it was within the confines of the yard. This is proper, since the whole yard constitutes the terminal. It is the union's contention, however, that the eastern terminal switching limits at Cranbrook are in fact at mile 98.5 on the Cranbrook subdivision. Thus the extension of the yard referred to in the Joint Statement is outside of the yard limits, and it would seem to follow that Nelson crews are not entitled to this work.

The matter of the actual extent of the Cranbrook yard would seem to be a simple matter of geographical fact. Indeed, the Joint Statement of Issue purports to state the extent of the yard both before and after February 8, 1965. At the times material to this grievance, it must be accepted, for purposes of this case, that the yard extended from mile 1.24 on the Nelson subdivision to mile 97.2 on the Cranbrook subdivision. When the Nelson crews were required to lift a portion of their train within these limits, there was no violation of the collective agreement. Work within the terminal cannot properly be said to be on another subdivision. Accordingly the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR