

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 240

Heard at Montreal Wednesday, October 14th, 1970

Concerning

ALGOMA CENTRAL RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claim of Conductor L. Mazzonello and crew for minimum day's pay at Hawk Junction on 3 March 1970.

JOINT STATEMENT OF ISSUE:

On 3 March 1970, Trainmaster R. D. Pratt and Road Foreman of Locomotives D. Booth switched hoist 10220, AC 10000, AC 10001 and AC 2208 with locomotive 156 on shop tracks at Hawk Junction.

Road Switcher crew at Hawk Junction claimed 8 hours pay for terminal switching.

Claim was denied by the Company.

FOR THE EMPLOYEES:

(SGD.) C. E. McCLELLAND
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) H. R. WOOTTON
MANAGER – RAIL OPERATIONS

There appeared on behalf of the Company:

H. R. Wootton – Manager Rail Operations, Sault Ste. Marie

And on behalf of the Brotherhood:

C. E. McClelland – General Chairman, Sault Ste. Marie

AWARD OF THE ARBITRATOR

The company's yard at Hawk Junction includes facilities for servicing and minor repairs to locomotives. At the time in question the company had decided to repair the entire truck of locomotive 160. This operation required that supplies, equipment and personnel be brought to Hawk Junction from Steelton. This was done on March 2, 1970, when train No. 11 moved wrecking crane 10220, flat car AC 2208 (containing the replacement truck), and cars AC 10000 and AC 10001 (containing blocking, cables and tools) to Hawk Junction and placed them on the shop track. Once this equipment was placed on the shop track by a freight crew, it was thereafter moved as necessary to a convenient location on the enginehouse tracks to effect repairs. This movement was necessarily incidental to the effecting of the repairs, and there appears to be no complaint about it. The shop personnel, it seems, do move equipment in the yards for repair as necessary to the carrying out of that function. In this case, it seems that three tracks were needed to be occupied for the carrying out of the repairs to engine 160. When the repairs were completed, the hoist and work cars described above and listed in the joint statement of issue were collected from the several shop tracks on which they were standing, and returned to shop track No. 4, to which they had originally been delivered by a freight crew. That is the work which is in dispute in this case. The cars were subsequently taken from the shop track by a freight crew. The company states that the freight crew did switch the cars in question so that they were in the proper order, but however this may be it is the removal of the cars from several shop tracks and their return to shop track 4 which is in question.

It is agreed that it would be wrong for employees other than a crew entitled to do so under the collective agreement to perform the switching necessary in the marshalling of trains, whether on the shop tracks or elsewhere. But movements made on the shop tracks in connection with repair work do not come within that category. Here, the repairs themselves had been completed when the cars were returned to shop track 4, but their removal from the tracks occupied onto the shop track to which they had been delivered did constitute, in my opinion, simply the "tidying-up" aspect of the repairs as the company contended. Such work could properly be done by shop forces.

For this reason, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR