CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 305

Heard at Montreal, Wednesday, September 15th, 1971

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claims of various Moose Jaw crews for time at Milaty and McLean, when doubling between these two points.

JOINT STATEMENT OF ISSUE:

On various eastward trips from Moose Jaw to Broadview, trains stalled at Milaty and crews doubled their train beyond that point, through Balgonie to McLean, as they considered there was insufficient storage capacity at Balgonie to permit doubling to that point. The crews claimed the actual miles run between Milaty and McLean and time at Milaty and McLean (as turn-around points), in accordance with the provisions of Article 23, Clause (a)(2).

The Company allowed the actual mileage run but declined the claims for time at Milaty and McLean, in each instance, contending that doubling had been performed between these points and that payment allowed was consistent with the provisions of Article 23, Clause (a)(1).

The Union contends that the doubling movement required was not a normal movement and that the Company, in declining payment of time claimed at Milaty and McLean, (as turn-around points), has violated Article 23, Clause (a)(2).

Article 23, Clauses (a)(1) and (a)(2), read as follows:

> Article 23 – Miscellaneous Service
>
> (a) Doubling
>
> 1. Trainmen doubling will be paid a minimum of ten miles for each double, or actual mileage when this minimum is exceeded. Miles so paid will be added to the mileage of the trip.
>
> 2. Trainmen performing turn-around service within a trip, including back up movement into terminal because of locomotive failure, accident, stalling, etc., will be paid for the actual miles run. The points between which turn-around service is performed or back up movement into terminal is made will be regarded as turn-around points and time at the turn-around points will be paid for in accordance with Article 11 Clause (f). Actual miles paid for will be added to the mileage of the trip and time paid for will be paid in addition to pay for the trip but will be deducted in computing overtime.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) R. T. O'BRIEN	**(SGD.) W. J. PRESLEY**
GENERAL CHAIRMAN	**REGIONAL MANAGER, PRAIRIE REGION**

There appeared on behalf of the Company:

P. A. Maltby	– Supervisor Labour Relations, Winnipeg
J. Ramage	– Special Representative, Montreal
D. D. Wilson	– Labour Relations Officer, Montreal

And on behalf of the Union:
R. T. O'Brien – General Chairman, Calgary

AWARD OF THE ARBITRATOR

Article 23(a) of the collective agreement deals with doubling. In article 23(a)(1), the rate of payment for "doubling", without more is described. Article 23(a)(2) deals with "turnaround service within a trip". Article 23(a)(2), which is not material here, deals with cases where an engine, accompanied by a member of the crew, runs for fuel or water or other reasons. "Doubling" itself is not defined; it may be that what are referred to in articles 23(a)(2) and (3) are particular forms of doubling, but it is clear that there are three distinct sorts of situations referred to.

Although it is said in the Joint statement of issue that this was a case of doubling, the union's position is, essentially, that the circumstances come within article 23(a)(2), and that the crews should be paid, not only for mileage run (as they were) but also for time spent at "turnaround points". It is the union's contention that in the circumstances described there was an "abnormal double", in that the movement by which the train was doubled was to a point two stations ahead of where the train stalled.

Without purporting to define the term "double" exhaustively, it is clear that it does apply to movements such as those in question. The train had stalled and, in order to proceed with the power available, it was necessary to move it forward in more than one part. Because of the size of the train, it was impractical to leave the first half at the first station while the second half was brought up. It is important to note that if that had been done, it would seem clearly to have been simply a double within the meaning of article 23(a)(1) and no claim in respect of time at the "turnaround point" could have been made. But the instant case differs from that only in the length of the double. If the train had been doubled to Balgonie, it would have been doubled again to McLean, each movement being a double within article 23(a)(1). By moving each part all the way to McLean in one move, one long double, rather than two short doubles, was accomplished.

Any double would seem necessarily to involve a "turnaround point" in the sense that there is a point at which the engine at least goes in another direction from the direction of the trip: that is, it doubles back to bring up the rest of the train. In the circumstances of this case, there is no turnaround of the train itself – it is simply taken ahead in parts, the engine doubling back to accomplish this move. The double which took place here may have been in some degree abnormal in that the train was taken, in parts, beyond the first available siding. But this "abnormality" if it can be called that, does not reflect at all on the character of the move itself. It was clearly a "double", and comes plainly within article 23(a)(1), not article 23(a)(2).

For the foregoing reasons the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR