

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 521

Heard at Montreal, Wednesday, September 10th, 1975

Concerning

CANADIAN PACIFIC LIMITED

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Concerning the right of the Company to put a crew on rest for a second time in a designated terminal after having reported for duty as required by the D.C. 168 A. (the operating schedule).

JOINT STATEMENT OF ISSUE:

Steward F. Daoust and crew reported for duty at 8:50 A.M. in Sudbury, January 13, 1975. Account of their assignment, Train No. 2, running 24 hours late into Sudbury, the crew was put on 8 hours' rest between the hours of 10.00 P.M., January 13 and 6:00 A.M. on January 14. Sudbury is the turnaround point and designated terminal of the assignment.

By placing Steward F. Daoust and crew on rest for 8 hours at Sudbury, January 13-14, 1975 and excluding these hours in computing the time to be paid for on this assignment, the Union alleges the Company has violated the provisions of Article 3, Clause (a) and Article 5, Clause (a) of the current Collective Agreement.

FOR THE EMPLOYEES:

(SGD.) J. R. BROWNE
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) F. G. WISE
MANAGER, PASSENGER OPERATIONS

There appeared on behalf of the Company..

F. G. Wise – Manager, Passenger Operations, Montreal
J. Ramage – Special Representative, Montreal

And on behalf of the Brotherhood:

J. R. Browne – General Chairman, Coquitlam
A. Butler – General Chairman, Montreal

AWARD OF THE ARBITRATOR

Clause 2(a) of the collective agreement provides that time is to be computed as continuous “from time required to report for duty at designated terminal until released at other designated terminal subject to deductions for rest periods en route and at turnaround point.”

Steward Daoust and crew reported for duty at 8:50 a.m. on January 13. They reported in accordance with the operating schedule, which was proper, even although their train was delayed. Their time was computed from the time they reported. They were thus considered as being on duty for thirteen hours and ten minutes on January 13, before being put on rest. If their train had departed Sudbury during that period, and the grievor had been put on rest while aboard the train, there would seem to be no doubt that that would be proper. The issue is whether the fact that the grievors’ train was twenty-four hours late into Sudbury meant that they must be considered as constantly on duty prior to its arrival.

Article 5(a) provides that “where overnight travel is involved” a maximum of eight hours may be deducted for rest. Normally, rest is not deducted on the run in question; the scheduled reporting time is 08:50 in Sudbury, and the crew remains on duty until 20:05 (assuming on-time operation) when released in Montreal. If in the circumstances of this case the grievors are to be considered as constantly on duty, they would be on duty for thirty-four hours and thirty-five minutes. Indeed, as would appear from **CROA 386**, once they had reported and were in service according to the schedule they were on duty and would be compensated subject only to proper deduction. From this point of view, as that case pointed out, they were en route, notwithstanding the delay in their departure. The lateness of their train had the effect of extending their period of time on duty into the day following the scheduled departure day, so that, in fact, “overnight travel” was involved. Thus, it was proper to deduct rest under article 5(a).

For the foregoing reasons, it is my conclusion that there was no violation of the collective agreement. The grievance is accordingly dismissed.

(signed) J. F. W. WEATHERHILL
ARBITRATOR