

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 606

Heard at Montreal, Tuesday, June 14, 1977

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

The interpretation of 5.01 vs. 25.02 of the collective agreement.

JOINT STATEMENT OF ISSUE:

On October 27, 1976, G. Turbide was conductor on train KL-574 and was instructed to assist train 0573. Cars numbers 3329 and 3578 were removed and placed in the back track at Oreway. The Railway paid Mr. Turbide two (2) miles according to article 5.01. The Union claims that this assistance should have been paid "set off and pick-up" as per article 25.02.

The Railway denied the grievance on the basis that the conductor was instructed to assist the other train.

FOR THE EMPLOYEE:

(SGD.) G. ROBICHAUD
VICE CHAIRMAN

FOR THE RAILWAY:

(SGD.) F. LEBLANC
SUPERINTENDENT – LABOUR RELATIONS

There appeared on behalf of the Company:

J. Bazin	– Counsel, Montreal
G. A. Dolliver	– Superintendent, Train Movement, Sept-Îles
J. Y. Tardif	– Assistant – Labour Relations, Sept-Îles
C. Nobert	– Assistant – Labour Relations, Sept-Îles

And on behalf of the Brotherhood:

R. Cleary	– Counsel, Montreal
G. Robichaud	– Vice-Chairman, Sept-Îles

AWARD OF THE ARBITRATOR

At the hearing of this matter, the representative of the Union advised that this grievance was withdrawn. These proceedings are therefore terminated.

(sgd.) J. F. W. WEATHERILL
ARBITRATOR