

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 609

Heard at Montreal, Tuesday, June 14, 1977

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

The interpretation of article 5.01 of the collective agreement.

JOINT STATEMENT OF ISSUE:

On July 28th, 1976 conductor Robichaud was instructed to assist train No. K-0486 at mileage 146. The crew went North and picked up the tail end portion of K-0486 and returned to NRC. Then K-04S6 backed on the tail end portion and both trains proceeded. EL-484 was delayed from 11:05 - 13:05.

The Union argues that Mr. Robichaud handled two sections of the train when he assisted train K-0486.

The Railway paid "Actual Miles Run" as provided in article 5.0 because Mr. Robichaud assisted another train. The grievance was denied.

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

The grievor was in charge of EL-484; northbound, and was waiting in the siding at Eric to meet southbound K-0486. At about 8 miles north of Eric, K-0486 had a separation, due to defective cars in the middle of the train. The locomotives of K-0486 proceeded to Eric with 40 cars, leaving 126 cars on the main line. The grievor then took his train north on the main line, picked up the remaining 120 cars of train K-0486, and returned with them to Eric. Meanwhile, the crew of K-0486 placed the bad order car from their train on the back track at Eric.

The movement made by the grievor's train, therefore, was the following: while waiting at Eric before proceeding northbound once K-0486 had cleared, EL-484 proceeded north on the main line for approximately 8 miles picked up the cars on the main line, and returned to Eric. Subsequently, it seems, EL-484 proceeded northbound on its intended run.

Article 5.01 of the collective agreement provides as follows:

5.01 Actual miles run will be allowed for doubling, assisting other trains and for plowing or flanging sidings and yard tracks. If necessary to handle train to sidings in two (2) or more sections to set off disabled equipment, such handling will be considered as doubling and will be paid actual hours or miles run whichever is the greater.

In its French version, Article 5.01 reads as follows:

5.01 Le nombre effectif de milles parcourus en portant secours à un train ou en effectuant des opérations de déneigement ou "flanging" des voies d'évitement et des voies de triage sera alloué. S'il était nécessaire de manœuvrer un train sur les voies d'évitement en deux ou plusieurs rames pour laisser de cote de l'équipement endommagée, le nombre effectif d'heures ou de milles parcourus durant cette manœuvre sera alloué soit ce qui est le plus rémunérateur.

It may be observed that there is no mention of "doubling" or its equivalent in the French version of the article. It may be that the move in question carried out by train EL-484 was a "double", in any event, the move was one of assisting another train, so that the first sentence of Article 5.01 would appear to apply. It was argued, however, that the second sentence of the article, which is more particular, applies as well and governs the instant case. It is said that a train was handled to a siding in two or more sections and that therefore actual hours (being greater than miles run in this case) may be claimed.

Train K-0486 may be said to have been divided into two sections when the engines and 40 cars proceeded to Eric, leaving 126 cars on the main line. EL-484 was not, however, in two sections. It simply proceeded north to pick up the 126 cars of the other train and bring them down to Eric. If it had made two such moves, bringing only some of the cars each time, then it might be said that two sections were handled. But the movement made by EL-484 did not involve handling a train in two or more sections, nor does it appear from the Joint Statement or the other material before me that EL-484 set off disabled equipment.

In the circumstances of this case, therefore, the second sentence of Article 5.01 does not apply. The first sentence does apply, and the grievor was properly paid for actual miles run on this particular move. The grievance must accordingly be dismissed.

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