

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 616

Heard at Montreal, Wednesday, June 15, 1977

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

The grievance involves five (5) time claims for deadheading from Mai to Sept-Îles.

JOINT STATEMENT OF ISSUE:

The Union claims that employees ordered to deadhead Mai to Sept-Îles should be paid 129 miles based on paragraph 4.03.

The Railway maintains that the basic day rule applies as stipulated in paragraph 27.01.

FOR THE EMPLOYEE:

(SGD.) G. ROBICHAUD
VICE-CHAIRMAN

FOR THE COMPANY:

(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 grievors deadheaded from Mai to Sept-Îles, an actual distance of some 123 miles. They were entitled to payment therefore under Article 27.01, which is as follows:

27.01 Trainmen ordered to deadhead will be paid under the basic day rule at the rate paid crew handling the train upon which called to deadhead, if deadheading by train.

The basic day rule, set out in Article 2.02, is as follows:

2.02 In all road service, one hundred and twenty-eight (128) miles or less, eight (8) hours or less shall constitute a basic day. Miles in excess of one hundred and twenty-eight (128) miles will be paid for at the mileage rates provided.

It is the Company's position that since the actual mileage was less than 128, it was required to, and did, pay the grievors for 128 miles in order to comply with the collective agreement. The Union, however, relies on Article 4.03 which provides as follows:

4.03 Through mileage between terminals will be paid as follows: ...

The article then sets out, with respect to a number of pairs of terminals, including Sept-Îles – Mai, a mileage figure for "Freight and Express" and a mileage figure for "Deadhead and Work Train". In each column there is as well a mileage figure in brackets, and a note to the table indicates that "trainmen running through terminals will use mileage in brackets to compute mileage for trip". In the instant case the grievors do not appear to have been running through, so that it is the other mileage figure in the "Deadhead and Work Train" column which would apply here. That figure is 129.

The grievors deadheaded between terminals and were entitled to be paid under the basic day rule, which may be said to mean a minimum payment of 128 miles, with payment for miles in excess of 128 at the mileage rates provided. While the actual miles involved may have been 123, the express provision of Article 4.03 must prevail. That article sets out the mileage to be paid for a trip between the two terminals. The mileage there set out is greater than the amount set out in the basic day rule. Accordingly, the grievors are entitled to payment for miles in excess of 128. In the instant case they are entitled to payment for one mile at the appropriate rate.

The grievance is therefore allowed.

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