CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 941

Heard at Montreal, Tuesday, May 11, 1982

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim for 100 miles at yard rates submitted by Locomotive Engineer I.F. Montrose and S.E. Rounding of Windsor, Ontario.

JOINT STATEMENT OF ISSUE:

On November 28, 1980, Messrs. I.F. Montrose and S.E. Rounding were employed as Locomotive Engineers on passenger train No. 72. Prior to departing Windsor, Ontario, they were required to place cars on the rear of passenger train No. 72. Due to insufficient room on track B-10, it was necessary to couple onto cars in this track and push them a sufficient distance to allow passenger train No. 72 to clear the crossover switch and proceed eastward and couple their train.

It is the Brotherhood's contention that as yard engines were on duty, the pushing move was not required of this crew nor was this work in connection with their train and therefore they are entitled to 100 miles under Article 13.1 of Agreement 1.1.

The Company has declined the claim.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) P. M. MANDZIAK	(SGD.) G. E. MORGAN
GENERAL CHAIRMAN	FOR VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

R. Birch	– Manager, Labour Relations, Montreal
M. Delgreco	– Regional Labour Relations Officer, Toronto
P. L. Ross	– Coordinator Transportation – Special Projects, Montreal
N. DelTorto	– Labour Relations Assistant, Toronto

And on behalf of the Brotherhood:

P. M. Mandziak	– General Chairman, St. Thomas

AWARD OF THE ARBITRATOR

Article 13.1 of the Collective Agreement is as follows:

> 13.1 Locomotive engineers used out of or at an initial or final terminal to perform service other than that in connection with their train, before commencing or after completing trip, will be allowed a separate day for such work. It is understood on branch runs, or at terminals where no yard engine is on duty, road locomotive engineers may be required to do yard passenger switching, and will be considered as in continuous service.

The question is whether or not the work performed by the grievors on the occasion in question was work "in connection with their train". The work involved pushing a string of other cars to clear a switch, so that the grievors could then couple on to other cars, to complete their train. They did not perform "yard passenger switching", and indeed did no switching at all, in my view. They simply made a very brief movement to push cars clear of a switch, which they needed to clear in the course of assembling their train. That did not constitute "a separate run", as defined in Article 13.1. The work was in connection with their train, and the grievance is therefore dismissed.

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