

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 998

Heard at Montreal, Tuesday, November 9th, 1982

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer B. Kolson of Winnipeg, Manitoba for additional miles pursuant to Article 26.1 of Agreement 1.2 in connection with his trip on March 1, 1982.

JOINT STATEMENT OF ISSUE:

On March 1, 1982, Locomotive Engineer B. Kolson was called for Freight Train No. 401 from Rainy River to Winnipeg in straightway freight service. While en route, Locomotive Engineer Kolson was instructed to transfer his engine to Freight Train No. 402 proceeding from Winnipeg to Rainy River, which had been disabled by engine failure.

Locomotive Engineer Kolson remained with his own train and after being provided with an engine by a following train, he completed his tour of duty to Winnipeg.

The Brotherhood contends that the Company changed off Locomotive Engineer Kolson between terminals between November 1 and March 31, 1982 in violation of paragraph 26.1 of Article 26, Agreement 1.2 and that he is entitled to the miles earned by the locomotive engineer who operated the locomotive initially assigned to Locomotive Engineer Kolson, i.e., claims for 108 and 175 miles.

The Company denies any violation of paragraph 26.1 of Article 26, Agreement 1.2.

FOR THE EMPLOYEES:

(SGD.) A. JOHN BALL
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) G. E. MORGAN
DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Company:

D. W. Coughlin	– Labour Relations Assistant, Montreal
K. G. Macdonald	– Manager Labour Relations, Edmonton
M. Delgreco	– Manager Labour Relations, Toronto
J. A. Sebesta	– Coordinator Transportation – Special Projects, Montreal

And on behalf of the Brotherhood:

A. J. Ball	– General Chairman, Regina
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AWARD OF THE ARBITRATOR

Article 26 of the Collective Agreement is as follows:

ARTICLE 26 – ENGINE FAILURES AND CHANGING OFF BETWEEN TERMINALS

26.1 Except in case of engine failure, locomotive engineers will not be changed off between terminals between November 15 and March 31 of each year.

26.2 If an engine fails between terminals, the locomotive engineer in charge of same will follow engine to terminal if practicable to do so.

In the instant case, the engines of the grievor's train were changed between terminals in order to provide power to another train. The grievor remained with his train and when new engines were provided, completed his trip. He received compensation in respect of the extra work involved. The amount of compensation has not been put in issue.

The phrase "changed off between terminals" is not entirely clear. The engines of the grievor's train were changed: if that constitutes the grievor's being changed off, then it must be said that this was a case of "engine failure", although it was not the engine of the grievor's train which failed. The transfer of the grievor's engines was made to allow the other train to proceed. In those circumstances, I think it was not practicable to have the other engineman leave his train in order to follow his failed engines to the terminal to which they were then taken. In any event, the grievor's engines had not failed, and Article 26.2 did not give him any right to follow them back to Rainy River.

The grievor simply awaited replacement power and continued his trip. That was correct, and he would be entitled to whatever payments were appropriate in those circumstances. He was not entitled, however, to take over the work of the other engineman. That is, in effect, the claim asserted by the grievance, but it is not supported by the Collective Agreement. The grievance is accordingly dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR