

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1091

Heard at Montreal, Wednesday, May 11th, 1983

Concerning

CANADIAN NATIONAL RAILWAYS

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer G. M. Terrill of Edmonton, Alberta, claiming 5 hours and 25 minutes at yard rates for work performed at Camrose, Alberta, May 10, 1982.

JOINT STATEMENT OF ISSUE:

On May 10, 1982, Locomotive Engineer Terrill was properly called, in straight-away through freight service, for Train 817, Calder to Mirror, Alberta.

During this tour of duty, Locomotive Engineer Terrill spent 5 hours and 25 minutes switching at Camrose. Mr. Terrill claimed payment for the time spent at Camrose at yard rates.

The Company declined the payment at yard rates, and paid Locomotive Engineer Terrill for the time spent at Camrose as junction switching pursuant to the provisions of article 15.

The Brotherhood grieved the declination of payment at yard rates through all steps of the grievance procedure, contending that a violation of article 11.3, Agreement 1.2 had occurred.

The Company declined the grievance.

FOR THE BROTHERHOOD:

(SGD.) A. JOHN BALL
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) D. C. FRALEIGH
ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

M. Delgreco — Senior Manager, Labour Relations, Montreal
M. Healey — System Labour Relations Officer, Montreal
J. A. Sebesta — Co-ordinator Transportation – Special Projects, Montreal

And on behalf of the Brotherhood:

A. J. Ball — General Chairman, Regina

AWARD OF THE ARBITRATOR

The grievor was called at Calder for Train 818 in through freight service to Mirror. His train was ordered for 0430 and departed Calder at 0650. He arrived at Camrose, a point enroute, at 0920 and performed switching there until 1445, when he departed for Mirror, arriving there at 1630. After yarding the train and putting the engines to the shop, he went off duty at 1725. He was paid for his tour of duty, it seems, at through freight rates. The claim is that the time spent switching at Camrose should be paid for at yard rates.

Article 11 of the collective agreement is as follows:

ARTICLE 11

DETENTION AND SWITCHING AT INITIAL AND FINAL TERMINALS AND AT TURNAROUND POINTS PASSENGER Service

11.1 Locomotive engineers will be paid on the basis of 20 miles per hour at the applicable rate at initial terminals from time due to leave shop or other designated track or change-off point until departure of train from station; at final terminals from the time of arrival at station until arrival on shop or other designated track or change-off point, and at turnaround points from time of arrival at station until departure from station.

FREIGHT SERVICE

11.2 Locomotive engineers will be paid on the basis of 12-1/2 miles per hour at the applicable rate at initial terminals from the time due to leave shop or other designated track or change-off point until departure at outer switch; at final terminals from the time of arrival at outer switch until arrival on shop track or other designated track or change-off point, and at turnaround points from time of arrival until departure at outer switch. Outer switch means the switch normally used in heading into the yard and road mileage commences and ends at the outer switch.

11.3 Locomotive engineers required to perform yard work at any one yard in excess of five (5) hours in any one day will be paid at yard rates per hour for the actual time occupied. Time paid under this paragraph will be in addition to payments for road service and may not be used to make up the basic day.

11.4 Time paid under this article will be in addition to payments for road service and may not be used to make up the basic day."

It is the Union's contention that since the grievor was required to perform switching in Camrose Yard in excess of five hours on the day in question, he was entitled to payment for such time at yard rates per hour, under article 11.3.

There is no doubt that the grievor was entitled to payment under article 11.2 for initial (Calder) and final (Mirror) terminal time. That is not in issue. Camrose was not the initial or final terminal, nor was it a turnaround point. It was a point at which switching was performed en route, and such switching was performed for more than five hours. The Union maintains that this was yard work, performed at Camrose Yard. The Company contends that it was switching at a railway junction point. As such, time so occupied (whether in excess of five hours or not), would be paid on the basis of 12.5 miles per hour (in addition to to pay for the trip), pursuant to article 15. That article is as follows:

ARTICLE 15

SWITCHING AT RAILWAY JUNCTION POINTS

15.1 Locomotive engineers in through freight service will be paid on the basis of 12-1/2 miles per hour at the applicable rates for all time occupied in switching at railway junction points in addition to pay for trip. Such time to be deducted in computing overtime and will not be used in the application of article 18. Interrupted time of 30 consecutive minutes or more preventing the continuance of switching operations will be deducted in computing time for switching.

Camrose is, or has, a "yard", with yard limits. It is, I think, immaterial that there are no yard engines there. If article 11.3 were read in isolation, it would be my view that it supported the grievor's claim. Camrose is also, however (no doubt like many other points where there is a yard), a "railway junction point". In the instant case, article 15 (which is set out above in its entirety), quite clearly applies, and provides for payment at the rate set out for

"all time occupied in switching" at such point. It would appear that if that article did not apply, enginemen in cases like the grievor who performed switching at Camrose for less than five hours would be without any compensation in addition to pay for the trip. It is significant for the interpretation of article 11.3, however, that the payment at the rate there provided for is made only where "yard work" is performed for more than five hours at any one yard. It is also significant that that provision occurs in the context of article 11, which should be read as a whole. The article deals generally, of course with "Detention and Switching at Initial and Final Terminals and at Turnaround Points". The work claimed for here was not of that sort, even although it may have been performed in a "yard". Where article 11.3 refers to a "yard" it does so in the context of article 11 read as a whole. In the instant case there was switching at a railway junction point and article 15.1 deals fully with payment therefor.

For the foregoing reasons the grievance is dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR