

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1587

Heard at Montreal, Tuesday, December 9, 1986

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer P. Langstaff of Winnipeg, Manitoba, for 50 miles runaround under the provisions of article 32.2 of Agreement 1.2.

JOINT STATEMENT OF ISSUE:

On July 3, 1983 Locomotive Engineer P. Langstaff was properly called for 0600 to man Train 818 from Winnipeg to Rainy River. Due to mechanical problems with the locomotives, Locomotive Engineer Langstaff did not depart from the diesel shop track until 0725.

Meanwhile, another Locomotive Engineer assigned to the same pool as Locomotive Engineer Langstaff, who was called subsequently, departed from the shop track at 0710.

Locomotive Engineer Langstaff submitted a claim for 50 miles under the provisions of article 32.2 of Agreement 1.2 alleging the Company had violated the provisions of article 32.1 of Agreement 1.2 by not ensuring that the locomotive engineers departed from the diesel shop track in their proper order.

The Company has declined payment of the claim.

FOR THE BROTHERHOOD:

(SGD.) J. W. KONKIN
GENERAL CHAIRMAN

FOR THE COMPANY:

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

There appeared on behalf of the Company:

J. Glazer	– Attorney, Law Department, Montreal
J. R. Hnatiuk	– Manager, Labour Relations, Montreal
G. C. Blundell	– System Labour Relations Officer, Montreal
M. C. Darby	– Coordinator Transportation, Montreal
K. J. Knox	– Manager, Labour Relations, Winnipeg

And on behalf of the Brotherhood:

P. S. Teskey	– Counsel, Winnipeg
P. Seagris	– General Chairman, Winnipeg
G. Hallé	– General Chairman, Quebec

AWARD OF THE ARBITRATOR

In this case it is not disputed that Locomotive Engineer P. Langstaff was properly called in advance of another employee, Locomotive Engineer Koniaz, to man Train 818. In fact Engineer Koniaz departed Winnipeg before Engineer Langstaff because of mechanical difficulties which the latter encountered during the course of his inspection of the unit assigned to him. The Union alleges a violation of article 32.2 of the collective agreement which provides, in part, as follows:

RUNNING OF LOCOMOTIVE ENGINEERS IN POOL SERVICE

32.1 Locomotive engineers in pool service will be run first-in, first-out from the shop track or change-off point on their respective subdivision or subdivisions, except as hereinafter provided.

RUNAROUND

32.2 In the application of paragraph 32.1 a locomotive engineer who is first-out and available and is runaround avoidably will be paid as outlined below and will maintain his position on the board;

Runs under 225 pay miles – 50 miles at minimum through freight rate

Runs 225 pay miles or more – actual time lost

NOTE: In the application of paragraph 32.2 "actual time lost" will be the difference between what the locomotive engineer would have earned on the tour of duty he should have been called for in his turn and the earnings of the first tour of duty for which he is called after the runaround takes place. Such difference, if any, will be charged against his total mileage in the month claim is paid.

The Union submits that the foregoing provisions entitled the grievor to leave Winnipeg first, based on the application of the "first-in, first-out" principle. The Company submits that its obligation was discharged by calling Engineer Langstaff first, as it did, and that in the circumstances he cannot be said to have been runaround. In support of its position the Company relies on **CROA 885**.

In the Arbitrator's view the facts of the instant case, are for practical purposes indistinguishable from those before the Arbitrator in **CROA 885**. There the grievor was properly called. He took charge of the unit at the designated change-off point. A routine air test disclosed a problem which resulted in a delay ultimately resolved by switching the lead engine. In the result another train, whose engineman was called subsequent to the grievor, departed Winnipeg ahead of the grievor's train. The Arbitrator found that there was no violation of article 32.1, and that the grievor had not been runaround in the circumstances of that case "any more than he would have had his train broken down enroute to be passed by one which had been called later".

In the instant case, the facts are close to identical. Engineer Langstaff was delayed because of mechanical problems discovered at the time he took charge of the locomotive, in his case, from the shop track rather than from a change-off point. During preparations for departure, like the grievor in **CROA 885**, he encountered mechanical difficulties. In the result, while he was called in advance of Engineer Koniaz, he was delayed in his departure, just as he might have been delayed by some unforeseen problems in midroute.

In the circumstances the Arbitrator is satisfied that the Company has applied the collective agreement consistent with the interpretation established in **CROA 885**, and in keeping with the provisions of article 32 of the collective agreement.

For the foregoing reasons the grievance must be dismissed.

(signed) MICHEL G. PICHER
ARBITRATOR