

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1683

Heard at Montreal, Wednesday, September 9, 1987

Concerning

CANADIAN NATIONAL RAILWAYS

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer T.S. McCallum of Melville, Sask. for yard rates of pay for time spent on the Rocanville Industrial Spur April 26, 1984 under Article 11.3 of Agreement 1.2.

JOINT STATEMENT OF ISSUE:

On April 26, 1984, Locomotive Engineer T.S. McCallum was ordered in turnaround through freight service from Melville via the Rocanville Mine Site.

Locomotive Engineer McCallum submitted a claim for all time spent on the Rocanville Spur, 6 hours and 55 minutes, at yard rates. The Company adjusted the time claim to reflect through freight rates for all time spent on the spur.

The Brotherhood contends the Company is in violation of Article 11.3 of Agreement 1.2 by declining yard rates of pay for time spent on the Rocanville Spur.

The Company disagrees.

FOR THE BROTHERHOOD:

(SGD.) P. SEAGRIS
GENERAL CHAIRMAN

FOR THE COMPANY:

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

There appeared on behalf of the Company:

L. A. Harms	– System Labour Relations Officer, Montreal
J. R. Hnatiuk	– Manager Labour Relations, Montreal
M. C. Darby	– Coordinator Transportation, Montreal
P. D. Morrissey	– Labour Relations Officer, Winnipeg

And on behalf of the Brotherhood:

P. Seagris	– General Chairman, Winnipeg
P. M. Mandziak	– General Chairman, St. Thomas
G. Hallé	– General Chairman, Quebec

AWARD OF THE ARBITRATOR

The claim of the Union is under Article 11.3 of Collective Agreement 1.2 which provides as follows:

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.

In **CROA 1412** the Arbitrator denied an employee's claim for yard rates of service for 6 hours and 45 minutes on the Beamer Spur, also made under the foregoing provision. In denying the grievance the Arbitrator made a distinction between freight service performed on the Spur and yard service performed at the Beamer Spur yard. He relied, in part, on the definition of yard provided under the UCOR Rules, which is as follows:

A system of tracks provided for the making up of trains, storing of cars and for other purposes, over which movements not authorized by time table or train order may be made, subject to prescribed signals, rules and special instructions.

The Arbitrator accepted that not all time spent by the grievor in that case on the Beamer Spur was occupied in performing yard duties. In the Arbitrator's view that award sets out the principles that govern the instant grievance.

The Collective Agreement makes separate provision for certain work performed on spurs. For example, Article 16.1 of the Collective Agreement provides as follows:

16.1 Locomotive engineers required to switch en route industrial spurs over one mile in length, and provided that such work is performed not less than one mile from the main line, will be paid at the rate of 12.5 miles per hour, as per class of service for all time so occupied, in addition to pay for trip. Time paid under this Article will not be used to make up the basic pay but will be deducted when computing overtime.

In addition, the parties have made special provision in addendum #29 for compensating locomotive engineers working on several extraordinarily long spurs. Those spurs are named in the addendum, and do not include the Rocanville spur. It appears, however, that engineers do obtain a measure of compensation when travelling on the Rocanville spur, and other shorter spurs, by virtue of the low rate of speed at which they are required to operate, resulting in higher payments for the time occupied running.

In these circumstances the Arbitrator cannot conclude, as contended by the Union, that the entire Rocanville spur is a yard within the meaning of Article 11.3. On the whole of the evidence I am satisfied that Locomotive Engineer McCallum was properly compensated and thus his grievance must be denied.

(signed) MICHEL G. PICHER
ARBITRATOR