

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 2101

Heard at Montreal, Tuesday, 12 February 1991

concerning

### CANADIAN NATIONAL RAILWAY COMPANY

and

### BROTHERHOOD OF LOCOMOTIVE ENGINEERS

#### DISPUTE:

Claim of Locomotive Engineer T.B. Olsson of Kamloops, B.C. for 100 miles.

#### JOINT STATEMENT OF ISSUE:

On February 20, 1986, Locomotive Engineer J. Butwilofski and crew from Vancouver were called for Train 841, Boston Bar to Thornton Yard, via the Ashcroft Subdivision. Due to yard congestion, Train 841 had been left some 1.5 miles east of Boston Bar by an incoming Kamloops crew and Locomotive Engineer Butwilofski and his crew were required to pick-up the train on the Ashcroft Subdivision and proceed to Thornton Yard.

Subsequently, Locomotive Engineer Olsson submitted a claim alleging he should have been called to operate Train 841 from Mileage 124.0 on the Ashcroft Subdivision to Boston Bar, under the provisions of paragraph 32.1 of Article 32 of Agreement 1.2.

It is the Brotherhood's contention that work performed on the Ashcroft Subdivision is the exclusive entitlement of locomotive engineers home stationed Kamloops and that Locomotive Engineer T.B. Olsson who stood first out at Boston Bar, his away-from-home terminal, was entitled to be called for such work.

The Company declined payment of the claim.

#### **FOR THE BROTHERHOOD:**

**(SGD.) W. A. WRIGHT**  
ACTING GENERAL CHAIRMAN

#### **FOR THE COMPANY:**

**(SGD.) M. DELGRECO**  
FOR: ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

R. Paquette – System Labour Relations Officer, Montreal  
P. D. Morrissey – Manager, Labour Relations, Montreal  
L. A. Harms – System Labour Relations Officer, Montreal  
B. Mahoney – System Transportation Officer, Montreal

And on behalf of the Brotherhood:

W. A. Wright – Acting General Chairman, Kamloops  
D. Shewchuk – Vice-General Chairman, Kamloops

## AWARD OF THE ARBITRATOR

It is common ground that Locomotive Engineer Butwilofski was home terminalled at Thornton Yard in Vancouver, and that Boston Bar was his away-from-home terminal. Boston Bar is also the away-from-home terminal of Locomotive Engineer Olsson, who is home terminalled at Kamloops. Normally, therefore, Locomotive Engineer Olsson travels between Kamloops and Boston Bar on the Ashcroft Subdivision while Mr. Butwilofski runs between Vancouver and Boston Bar on the Yale Subdivision.

On February 20, 1986, Train 841 was scheduled to run westward from Kamloops to Thornton Yard in Vancouver, with a change of crew at Boston Bar. The West Pool Crew assigned to the run between Kamloops and Boston Bar was required, because of congestion at that location, to leave their train some 1.5 miles east of Boston Bar, and proceed to their objective terminal with their locomotives, running light. The Company then dispatched Locomotive Engineer Butwilofski eastward on the Ashcroft Subdivision to couple his motive power to the train and then run it westward through Boston Bar and over the Yale Subdivision to its final destination at Thornton Yard.

The Brotherhood's claim is based on the provisions of Article 57.3 of the Collective Agreement which provide, in part, as follows:

**57.3** Except when otherwise arranged between the General Chairman of the B. of L.E. and the appropriate officer of the Company, the following will apply when establishing the home station of assigned or unassigned service.

(a) Trains operating over territory entirely under the jurisdiction of one home station will be manned from that station.

(b) Trains operating over only a portion of a subdivision will be manned by the home station from which the run begins.

(c) Trains operating over territory under the jurisdiction of two or more home stations and running between two home stations will be manned from the station having the greatest amount of mileage in the territory over which the trains operate.

It is not disputed that for the purposes of this grievance the territory between Kamloops and Boston Bar was under the jurisdiction of the West Pool at Kamloops, which included the grievor, while the territory between Boston Bar and Thornton Yard is under the jurisdiction of the East Pool home terminalled at Vancouver.

The material establishes, to the satisfaction of the Arbitrator, that Train 841 was operating over territory under the jurisdiction of two home stations, and running between two home stations in its movement from Kamloops to Vancouver. Because of unusual circumstances the normal assignment of the train's movement from Kamloops to Boston Bar could not be entirely completed, and it ended slightly east of the away-from-home terminal. In the result, it would appear that the assignment given to Locomotive Engineer Butwilofski involved the operation of a train running between two home stations, with the greatest amount of mileage in that assignment falling within the Yale Subdivision. In these circumstances, in so far as the assignment of Locomotive Engineer Butwilofski is concerned, the facts fall within the contemplation of sub-paragraph (c) of Article 57.3. As Train 841 was operating over territory under the jurisdiction of two home stations, and running between them, it was then to be manned from Thornton Yard, being the home station on the territory with the greatest mileage over which the train was to operate.

In the circumstances no violation of the terms of the Collective Agreement is disclosed, and the grievance must be dismissed.

February 15, 1991

**(Sgd.) MICHEL G. PICHER**  
**ARBITRATOR**