

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2207

Heard at Montreal, Thursday, 14 November 1991

concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer L.E. Corbet of Winnipeg, for additional miles under article 28.8 (a) (ii) Note (2) of Agreement 1.2.

JOINT STATEMENT OF ISSUE:

On May 1, 1988, Locomotive Engineer Corbet was called for 1315 to operate Train 218 from Symington Yard to Sioux Lookout via the Redditt Subdivision. The train was held at Elma for 4½ hours due to forest fires. At 1846, Locomotive Engineer Corbet requested rest after 11 hours on duty. Subsequently, a decision was reached to re-route the train via the Sprague Subdivision. Locomotive Engineer Corbet was instructed to operate the train back to Nourse where the crew was relieved and deadheaded back to Symington Yard. He later submitted a time return for the trip which included a claim for 394 additional road miles. Payment of that portion of the claim was denied.

The Brotherhood contends that Locomotive Engineer Corbet was called in straight-away service and gave proper notice of rest required en route pursuant to article 28 of agreement 1.2. The Company chose to apply article 28.8(a)(ii) to provide relief, which automatically gives rise to the application of Note (2) of the provision. The Brotherhood maintains payment of the claim is warranted.

The Company disagrees.

FOR THE BROTHERHOOD:

(SGD.) W. A. WRIGHT

FOR: GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) M. DELGRECO

FOR: ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

D. W. Coughlin – Manager, Labour Relations, Montreal
D. L. Brodie – Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

D. S. Kipp – General Chairman, Kamloops
J. D. Pickle – Canadian Director, Ottawa
G. Hainsworth – Vice-President, Ottawa
C. Hamilton – General Chairman, Kingston
G. Hallé – General Chairman, Quebec

AWARD OF THE ARBITRATOR

Upon a review of the material the Arbitrator accepts the position of the Company. The material discloses that although Locomotive Engineer Corbet was initially called in straight-away service to Sioux Lookout, his call was subsequently changed en route because the line was blocked by forest fires. His train was then directed to return to Winnipeg, and he remained at the controls as far as Nourse, at Mileage 217.3 of the Redditt Subdivision, where he was relieved of duty by another locomotive engineer, having booked rest, and deadheaded back to Winnipeg.

The Brotherhood's claim relies substantially on the application of Note (2) to article 28.8(a)(ii) which provides as follows:

28.8 (a) When rest is booked en route, locomotive engineers will, at the Company's option:

...

(ii) be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty. ...

NOTE (2)

In the application of sub-paragraph 28.8(a)(ii), locomotive engineers who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would have otherwise earned for the round trip had they not been replaced.

The Arbitrator is satisfied that in the circumstances disclosed it cannot be contended that Mr. Corbet would have operated to Sioux Lookout had he not been replaced. By the operation of article 65.3, his objective terminal was changed to Winnipeg, and his entitlement to compensation must be calculated accordingly.

For the foregoing reasons, and subject to a correction of the amount payable disclosed by the Company at the hearing, the grievance must be dismissed.

November 15, 1991

(Sgd.) MICHEL G. PICHER
ARBITRATOR