

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2300

Heard at Montreal, Wednesday, 11 November 1992

concerning

QUEBEC NORTH SHORE & LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION

DISPUTE:

Claim for payment in accordance with articles 25.01 and 25.02.

JOINT STATEMENT OF ISSUE:

The Union contends that the Company violated paragraphs 25.01 and 25.02 when train CL-068 was ordered to assist a train at Dolliver and requests payments on a minute basis for the time involved.

The Company contends that there was no violation of the collective agreement and that the crew of CL-068 was ordered to assist another train and was properly paid in accordance with article 5.01.

FOR THE UNION:

(SGD.) B. ARSENAULT
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) A. BELLIVEAU
DIRECTOR, HUMAN RESOURCES

There appeared on behalf of the Company:

R. Monette – Counsel, Montreal
A. Belliveau – Director, Employee Relations, Sept-Iles
R. Plourde – Superintendent of Train Movement, Sept-Iles
C. Vaillencourt – Controller of Locomotives, Sept-Iles

And on behalf of the Union:

R. Cleary – Counsel, Montreal
B. Arsenaault – General Chairman, Sept-Iles

AWARD OF THE ARBITRATOR

In the Arbitrator's view, the circumstances of a train's crew ordered to help another train in making a double, as occurred in the case of the crew of CL-068, fall squarely within the terms of article 5.01. The fact that the crew has the advantage of being paid either actual hours or miles, whichever is greater, implies a recognition that the payment includes the time spent for all manoeuvres necessary for doubling and giving assistance, such as coupling and uncoupling locomotives.

Articles 25.01 and 25.02 deal with the setting off and picking up of cars and engines on a regular assignment, and of switching en route. They do not deal with the necessity of making a double, and have no application in the instant case. That conclusion does not necessarily imply that articles 25.01 and 25.02 could not apply in a circumstance of assisting en route, where there is no question of doubling. That possibility does not arise in this grievance and was not, therefore, pleaded.

For the foregoing reasons the grievance must be dismissed.

November 13, 1992

(Sgd.) MICHEL G. PICHER
ARBITRATOR