

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 2449

Heard in Montreal, Tuesday, 8 February 1994

concerning

### QUEBEC NORTH SHORE & LABRADOR RAILWAY

and

### UNITED TRANSPORTATION UNION

#### **DISPUTE:**

The application of articles 36.01 and 36.03.

#### **JOINT STATEMENT OF ISSUE:**

The Union claims that the Railway violated articles 36.01 and 36.03 in calling a crew from the spareboard for a supplementary train to transport passengers (employees) and requests payment for employees on the pool assignment.

The Railway claims that there was no violation of the collective agreement and that the crew was called in accordance with article 36.06 which stipulates that crews for special passenger trains or inspection trains be called from the spareboard.

#### **FOR THE UNION:**

**(SGD.) B. ARSENAULT**  
GENERAL CHAIRMAN

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

**(SGD.) A. BELLIVEAU**  
DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Company:

R. Monette	– Counsel, Montreal
A. Belliveau	– Director, Labour Relations, Sept-Iles
R. Lourde	– Superintendent, Transportation, Sept-Iles

And on behalf of the Union:

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

## **AWARD OF THE ARBITRATOR**

It is agreed that the grievance arises from the particular facts occasioned by statutory holidays and the effect of the "8-6" schedule which applies to maintenance of way employees. Because of statutory holidays, the Company sometimes finds itself obliged to establish a train with an exceptional schedule to transport maintenance of way employees.

The Union claims that it is then a case of a supplementary train to which a pool crew must be assigned, in accordance with articles 36.01 and 36.03 of the collective agreement. For its part, the Railway submits that the trains in question fall under the terms of article 36.06 of the collective agreement which deals with special passenger trains. That article reads as follows:

**36.06** Special passenger or inspection trains will be manned from the spare board.

The Arbitrator finds more convincing the position of the Employer to the effect that the expression "extra trains" found in article 36.03 concerns trains supplemental to the regular service, or to "extras". Whatever may have been the origin of article 36.03, the language of its terms is general enough to include a passenger train which functions outside the normal schedule in response to an exceptional circumstances. In the instant case, the train is not supplemental, in that it replaces another train. However, it is "special" in the sense of article 36.06 in that it is exceptional in relation to the regular service. If, as the Union claims, the parties had had the intention of limiting the expression "special passenger trains" to the private business cars of company officers, it was open to them to express such an intention. In the absence of so narrow a definition in the text of the agreement, the Arbitrator cannot accept the interpretation of the Union.

For these reasons the grievance must be dismissed.

11 February 1994

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