

**CANADIAN RAILWAY OFFICE OF ARBITRATION  
& DISPUTE RESOLUTION  
CASE NO. 4108**

Heard in Montreal, Wednesday, 9 May 2012

Concerning

**CANADIAN NATIONAL RAILWAY COMPANY**

And

**TEAMSTERS CANADA RAIL CONFERENCE – CTY**

**EX PARTE**

**DISPUTE:**

The appropriate payment for performing work at the location of Scotford, AB.

**UNION'S STATEMENT OF ISSUE:**

On numerous occasions, the Company has ordered trains from Walker Yard in Edmonton to Wainwright via Scotford, AB. Similarly, trains are ordered from Wainwright to Walker Yard, via Scotford.

Crews taxi eastward to Scotford, get their locomotive consist from the shop track and assemble their train at the facility there, return westward to Edmonton (their initial terminal) on the Vegreville Subdivision and then proceed eastward on the Wainwright Subdivision to Wainwright.

Conversely, crews will bring a train from Wainwright through Edmonton (their final terminal) and proceed eastward on the Vegreville Subdivision to Scotford where they are required to yard their train at the facility and secure their power at the shop track before proceeding by taxi back to Edmonton.

Crews have submitted claims for such time occupied at Scotford pursuant to article 24.5 of agreement 4.3 which provides payment for "actual time so occupied at through freight rates" to crews switching or delayed at terminals or turn-around points. The Company has declined these claims, instead providing payment under article 13.17, claiming that the crew is only setting out or picking up a train "enroute" and entitled to a one hour payment regardless of the time actually spent performing the work.

The Union submits that payment ought properly be made under article 24.5 for all time occupied at this location.

**FOR THE UNION:**

**(SGD.) R. A. HACKL**  
**FOR: GENERAL CHAIRMAN**

There appeared on behalf of the Company:

- |                   |   |
|-------------------|---|
| K. Morris         | – Sr. Manager, Labour Relations, Edmonton |
| D. VanCauwenbergh | – Director, Labour Relations, Toronto     |
| D. Brodie         | – Manager, Labour Relations, Edmonton     |

There appeared on behalf of the Union:

- |                |  |
|----------------|--|
| M. A. Church   | – Counsel, Toronto                           |
| B. R. Boechler | – General Chairman, CTY, Edmonton            |
| R. A. Hackl    | – Vice-General Chairman, CTY, Edmonton       |
| R. A. Beatty   | – President, Ottawa                          |
| B. Willows     | – General Chairman, Edmonton                 |
| T. Markewich   | – Sr. Vice-General Chairman, Edmonton        |
| P. Boucher     | – Arbitration Coordinator, Ottawa            |
| P. Vickers     | – General Chairman, CN Lines Central, Sarnia |
| B. Henry       | – General Chairman, CTY, R'td, Edmonton      |

### **AWARD OF THE ARBITRATOR**

While there are slight variances, the facts of the instant grievance are not materially different from those reviewed in **CROA&DR 4107**. As reflected in the Union's *ex parte* statement of issue, the matter to be resolved is whether Conductors operating from Walker Yard in Edmonton to Wainright via Scotford, Alberta are entitled to claim time actually worked under article 24.5 of collective agreement 4.3 for time spent at Scotford which, the Union maintains, is a turnaround point.

For the reasons related in **CROA&DR 4107**, I am satisfied that Scotford cannot properly be viewed as a turnaround point, as in fact the assignments here under review are properly designated by the Company as through freight, straight-away assignments

from Edmonton to Wainright, via Scotford. This is therefore not a circumstance in which the provisions of article 24.5 can be invoked.

An alternative argument raised by the Union is that article 24.5 contemplates employees being paid for actual time when switching or delayed at terminals. As an alternative submission to its allegation that Scotford is a turnaround point, the Union submits that it is a terminal within the contemplation of that provision which reads as follows:

**24.5** Train service employees switching or delayed at terminals or turn-around points will be paid for actual time so occupied at through freight rates. Train service employees required to perform yard service employees' work in any one yard in excess of 5 hours in any one day will be paid at yard service employees' rates per hour for the actual time occupied. This time will be in addition to mileage or hours made on the trip.

Under the instant collective agreement the situation at hand is contemplated by article 13.17 of the collective agreement which provides as follows:

**13.17** Employees in wayfreight or through freight service will be paid an allowance of 12 1/2 miles at the applicable rates when required to set out or pick up entire trains, including power, at a location en route between the initial and final terminals.

The Arbitrator has some difficulty with the Union's suggestion that Scotford must be viewed as being a terminal for the purposes of the application of article 24.5 of the collective agreement. In support of its position it draws to the Arbitrator's attention certain bulletins concerning the assignment of traffic coordinators to the Scotford Yard and job bulletins which indicate assignments as originating at Scotford. Firstly, the Union's position appears doubtful to the Arbitrator, if only on the basis that Scotford

does not appear among the list of home terminals found in article 107.42(b) of the collective agreement. Additionally, the most that the evidence the Union puts forward would establish is that Scotford has a yard which does involve the performance of yard assignments. That, in my respectful view, is not sufficient to establish Scotford as being a terminal for the purposes of article 24.5 of the collective agreement. In my view more clear and unequivocal language would be required to establish that status.

For these reasons, as well as those contained in **CROA&DR 4107**, the grievance must be dismissed.

May 14, 2012

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