CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 150

Heard at Montreal, Tuesday, June 1Oth, 1969

Concerning

CANADIAN PACIFIC RAILWAY COMPANY (S.D., PC & NEWS)

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claims of Toronto Seniority District Sleeping Car Conductors J. J. Lynch, G. Simonds and F.G. Truscott when Winnipeg Seniority District Sleeping Car Conductor was used from Winnipeg to Toronto due to extra sleeping cars being operated in service on Train 2 between Winnipeg and Toronto.

JOINT STATEMENT OF ISSUE:

On November 28th, 1968, Winnipeg Seniority District Sleeping Car Conductor R. Voltners was used as Assisting Conductor on Train 2 from Winnipeg to Toronto due to there being extra sleeping cars in service between those points. He was returned to Winnipeg in service as Assisting Conductor on Trains 11-1 from Toronto, December 1.

Toronto Seniority District Sleeping Car Conductors Lynch, Simonds ard Truscott submitted claims for 47 hours and 20 minutes, 45 hours and 55 minutes and 15 hours and 55 minutes, respectively, on the grounds that Sleeping Car Conductor Voltners should not have been used on the trips in question. The claims were declined by the Company. The Union alleges that the Company in declining the claims has violated the provisions of Article 12 (a), Seniority Districts, and Article 17 (b), Assignments.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(Sgd.) A. BUTLER GENERAL CHAIRMAN	(Sgd.) T. P JAMES, SLEEPING, DINING, PARLOR CARS AND NEWS SERVICE

There appeared on behalf of the Company:

J. W. Moffatt	General Supt. S., D., P.C. & News, C.P.R. Montreal

And on behalf of the Brotherhood:

A. Butler	General Chairman, U.T.U. (T) - Montreal

AWARD OF THE ARBITRATOR

Article 12 (a) of the collective agreement sets out seniority districts as follows:

> (a) Montreal District - Headquarters: Montreal.
> All lines east of Montreal, Montreal to Toronto, Montreal to Winnipeg.
>
> Toronto District - Headquarters: Toronto.
> Toronto to Ottawa, Toronto to Detroit, Toronto to Sudbury and Sault Ste. Marie, Toronto to Winnipeg.
>
> Winnipeg District - Headquarters: Winnipeg.
> Winnipeg to Calgary, Winnipeg to Edmonton.
>
> Calgary District - Headquarters: Calgary.
> Calgary to Edmonton.
>
> Vancouver District - Headquarters: Vancouver.
> Vancouver to Calgary.
>
> A conductor shall belong to the District on which his run originates.

Conductor R. Voltners, who was assigned as an Assisting Conductor on the trip in question, belongs to the Winnipeg Seniority District. The grievors belong to the Toronto Seniority District. The assignment of conductors is governed generally by article 17, the material portions of which are as follows:

> "17 (b) A Sleeping Car Conductor will be assigned to any train handling three or more sleeping cars in service as such leaving the terminals: Montreal, Toronto, Winnipeg, Calgary or Vancouver. Two Sleeping Car Conductors will be assigned to any train having eight or more Sleeping or Parlor cars in service as such, or a combination of such cars leaving the terminals: Saint John, Montreal, Toronto, Winnipeg, Calgary or Vancouver.
>
> A Sleeping Car Conductor will be employed when there are three or more parlor cars in service as such.
>
> A cafe-parlor car or a buffet-parlor car will not be considered as a parlor car when the cafe car steward or buffet car steward collects tickets in his own car.
>
> When two trains, on each of which a Sleeping Car Conductor is employed, are consolidated en route, and the consolidated train has eight or more sleeping cars in service as such, both conductors will be employed to destination.
>
> (c) Nothing in this Agreement will be construed as prohibiting the Company from using a foreign

> district conductor in service towards his home station from the terminals: Montreal, Toronto, Winnipeg, Calgary or Vancouver."

At the time in question the normal consist of Train 2 out of Winnipeg included 5 sleeping cars Thus, by the first paragraph of article 17 (b), one sleeping car conductor would normally be assigned to that train out of Winnipeg. On November 28, 1968, 10 sleeping cars were operated on Train 2 out of Winnipeg. A second sleeping car conductor was therefore required by the provisions of the above article. Mr. Voltners was assigned as Assisting Conductor on Train 2, and he acted again in that capacity on Trains 11-1 (which contained 8 sleeping cars) from Toronto to Winnipeg on December 1, 1968. As to the return trip, it would seem that the provisions of article 17 (c), set out above, form a complete answer to the grievance. Mr. Voltners, in Toronto was a foreign district conductor. Nothing prevented the company from using him in service towards his home station.

In the case of the trip from Toronto to Winnipeg, it is clear that the trip originates in and runs throughout in the Toronto Seniority District. Were it not for article 17 (c), then it might well be that a Toronto conductor would have been entitled to be assigned to that run. In the case of the trip from Winnipeg to Toronto, however, while most of the trip is run through the Toronto Seniority District, the trip obviously originated in the Winnipeg District. Had there been a Toronto conductor available in Winnipeg, then he could, and would have been used on the run. In the absence of a Toronto conductor in Winnipeg at the time, however, nothing prevented the Company from assigning a Winnipeg man to the trip. It is true that most of the trip was outside his seniority district, but such an assignment is contemplated in article 17 (c) and also in article 6.

The Union's contention would require that a Toronto conductor be deadheaded to Winnipeg for the purpose of making the trip to Toronto; that he make the trip to Toronto and back to Winnipeg in service; and that he then be deadheaded back to Toronto. I am unable to find in the collective agreement and clear requirement that this cumbersome and expensive procedure be followed.

I am unable to see any violation of article 12 in the circumstances of this case. The seniority districts have not been altered, and the rights of employees within those districts, as between themselves, have not been altered. Again, I can see no violation of article 17. This section provides for the assignment of sleeping car conductors in accordance with the number of sleeping cars in a train. In this case, the number of conductors assigned was the number required by the agreement.

It may be that the last sentence of article 12 (a) is the source of some difficulty. It is true that the Toronto district includes lines from Toronto to Winnipeg, but this is not to say that Winnipeg itself is in the Toronto Seniority District. If this were so, Toronto could be said to be in the Montreal district, and so on. Clearly, however, Winnipeg is in, and is the headquarters of the Winnipeg district. In my view, the run in question originated in the Winnipeg district, and Mr. Voltners was properly assigned to it.

It appears that these provisions have not previously been the subject of arbitration proceedings, and it is well not to deal with them too generally. Having regard particularly to the circumstances of the instant case, I cannot conclude that the company committed any violation of article 17 since it assigned the number of conductors required in the circumstances.

In my view, there has been no violation of the articles referred to, and the grievances must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR