CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 225

Heard at Montreal, Tuesday, July 14,1970

Concerning

CANADlAN NATIONAL RAlLWAY COMPANY

and

UNlTED TRANSPORTATION UNION (T)

DISPUTE:

Claims of Yard Foreman T.H. McHenry and crew, Prince Albert, December 11, 1968.

JOINT STATEMENT OF ISSUE:

On Wednesday, December 11, 1968, the road crew on C.P.R. train No. 86, picked up car of livestock CP 277717 from the stock yard trackage at Prince Albert, and handled it on their train, Prince Albert to Lanigan, their objective terminal.

Yard Foreman T. H. McHenry and Yard Helpers K. Bekker and A.M. Monsebroten, who were regularly assigned to the 2400-0800 Prince Albert yard assignment, with Friday and Saturday as assigned rest days, and who were off duty at the time car CP 277717 was picked up, each submitted a claim for a day's pay of eight hours at pro-rata rates of pay on the grounds that the Company violated the first paragraph of Article 4, Clause (b) of Agreement 4.22 when the C.P.R. road crew picked up the car of livestock from the stockyard trackage instead of the interchange trackage.

The Company declined payment of the claims.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) J. S. CORBETT	(SGD.) K. L. CRUMP
GENERAL CHAIRMAN	ASSISTANT VICE-PRESIDENT
	LABOUR RELATIONS

There appeared on behalf of the Company.

A. J. DelTorto	System Labour Relations Officer, C.N.R. Montreal
J. R. Gilman	Labour Relations Assistant, C.N.R., Montreal
R. B. Ferrier	Superintendent Transportation, C.N.R., Saskatoon

And on behalf of the Brotherhood:

J. S. Corbett General Chairman U.T.U.(T) Winnipeg

AWARD OF THE ARBlTRATOR

It appears from the company's statement of facts (and which is not disputed), that on the day in question the road crew of C.P.R. train No. 86 arrived at Prince Albert yard to pick up car C.P. 277717, containing livestock, for forwardance on their train. The car was not placed on the usual interchange tracks, although it would seem that it ought to have been. After the C.P.R. crew had waited approximately forty-five minutes, they went onto the stockyard track (which happened to be adjacent to the interchange track) and picked up the car. This was done at approximately 1900 hours on Wednesday, December 11, 1968.

It seems clear that the C.P.R. crew acted improperly in going onto the C.N.R. trackage without authorization. There was a regularly assigned C.N.R. yard crew on duty at the time, and it was part of their task to move car C.P. 277717 to the interchange track. Indeed, they arrived to move the car as the C.P.R. crew left the stockyard track wlth it.

Conductor McHenry and crew worked their regular 2400-0800 assignment on the day in question. On the facts, it is apparent that they could not have been affected by the improper conduct of the C.P.R. crew. They were not run around in any sense. The only crew which might have been affected was the crew on duty at the time the car was moved, and there is no evidence that that crew was in fact adversely affected. Certainly this is not a situation in which any crew could claim an entitlement to be called in to perform the work. It was, perhaps work to which a C.N.R. crew could properly lay claim, and had there been no yard crew on duty then a run around claim may have been proper. However this may be, it is clear on the facts of this particular case that Conductor McHenry and crew were not run around, lost no work to which they were entitled, and were in no way affected by the events described. These grievors suffered no loss, and are not entitled to any payment.

For the foregoing reasons, the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR