

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 358

Heard at Montreal, Tuesday, May 9th, 1972

Concerning

QUEBEC NORTH SHORE & LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claim for payment of eighty-five (85) miles by conductor A. Savoie and brakeman C. Guilbeault for work performed in ore service in Sept-Iles yard.

JOINT STATEMENT OF ISSUE:

On October 10, 1971 conductor A. Savoie and brakeman C. Guilbeau were ordered in ore service at Sept-Iles on E-494 for 04:30 hours. At 08:15 hours crew was notified that they were changed to auxiliary service due to derailment on North Sept-Iles switch. At 09:50 hours Clearance "C" Form #16 was issued to Extra 219 North to conductor Savoie thereby clearing auxiliary train. Conductor Savoie booked off duty at 12:30 hours October 10, 1971.

The Union contends that these men should be paid initial terminal time at ore train rate for a period of 5 hours 20 minutes as per articles 2.02 and 3.01 of the Collective Agreement.

The Company's position is that these men were paid correctly 128 miles basic day, at ore train rate as per articles 1.02 and 3.04 of the Collective Agreement.

The Union filed a grievance. The Company rejected the claim.

FOR THE EMPLOYEES:

(SGD.) J. J. SIROIS
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) P. L. MORIN
SUPERINTENDENT -
LABOUR RELATIONS

There appeared on behalf of the Company:

J.	Bazin	Counsel
P. L.	Morin	Superintendent Labour Relations, QNS&L Rly. Sept-Iles
F.	LeBlanc	Assistant - Labour Relations
T.	Leger	
R.	Morris	Trainmaster - Train Movements
R.	Copp	Chief Clerk

R. Deschesnes Chief Crew Dispatcher

And on behalf of the Brotherhood:

J. J. Sirois General Chairman, U. T. U.(T) - Sept-Iles, Que.

AWARD OF THE ARBITRATOR

The grievors were ordered in ore service at 0430 hours on October 10, 1971, and performed work in that class of service in the yard at Sept-Iles for some time that morning. At 0815 they were notified they were changed to auxiliary service. Because of the manning requirements in such service, an additional crew member was called at that time. The auxiliary train was given the necessary clearance at 0950 and the grievors worked in that class of service until they booked off at 1230 hours.

It should be apparent that the grievors in fact worked in two classes of service on the day in question. They commenced work in ore service but their time in that class of service was all spent in the terminal. Had they been able to take out their train, then it is clear that initial terminal time would be payable from the time they were required to report for duty until the engine passed the designated main track switch of the yard in question, which in this case was Sept-Iles yard. Since the assignment in ore service was cancelled, the train did not pass the designated main track switch. It does not follow that the grievors were not entitled to initial terminal time. That time began to run when they reported for duty. Since they did not pass the designated main track switch, initial terminal time continued to run. The grievors were, after all, at work in the terminal. Initial terminal time would naturally cease when the grievors ceased to work in that class of service. The calculation of the claim as one for 85 miles is not in issue. Indeed, it may be thought that the grievors were entitled to 128 miles, pursuant to Article 8.01, since they were called for service, performed service and were then cancelled. No claim was made in this respect, however.

When their ore train service was cancelled the grievors were then directed to proceed in auxiliary service. For this, it seems clear from Article 5.01, they would be entitled to a payment of not less than 128 miles. Article 5.01 is as follows:

"5.01 Trainmen in work train service will be guaranteed not less than one hundred and twenty-eight (128) miles or eight (8) hours for each day (including legal holidays and Sundays) exclusive of overtime. When working with the auxiliary, work train rates will be paid."

The grievors were paid 128 miles at ore train rates. This was, however, in respect of the entire day which involved, as I have indicated, two tours of duty. In respect of their work in ore train service they were entitled as noted above at least to 85 miles at ore train rates. For their work in auxiliary service, however, they would be entitled, under Article 5.01, to at least 128 miles, at work train rates. The Company was correct in considering that Article

5.01 applied (although it was in error with respect to the rate payable under that article), but was wrong in not restricting its application to the tour of duty in auxiliary service.

The grievors also claimed for final terminal time. The time so claimed, however, occurred in the second tour of duty, while they were on work train service. As to this, Article 3.04 provides flatly that terminal time rules do not apply in work train service. The claim before me, however, is only for work performed in ore service in Sept-Iles yard. That claim, dealt with above, was for initial terminal time, and related to time spent by the grievors in their tour of duty in ore service, and it was well founded.

For the foregoing reasons, the claim for initial terminal time is allowed.

J. F. W. WEATHERILL
ARBITRATOR