CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO.573

Heard at Montreal, Thursday, October 14th,1976

Concerning

CANADlAN PAClFIC LlMlTED (CP RAlL)

and

UNlTED TRANSPORTATlON UNlON (T)

DlSPUTE:

Claims of Conductor H. C. Gaffney, Coquitlam, for lO0 miles deadheading Coquitlam to Vancouver and 100 miles deadheading Vancouver to Coquitlam, December 23rd, 1973.

JOINT STATEMENT OF lSSUE:

On December 23rd, 1973, a Conductor was required for the Vancouver Day Road Switcher which is an assignment bulletined with Vancouver as the starting point of the assignment. Conductor H. C. Gaffney being the senior qualified Conductor not working as such at Coquitlam, the point from which all relief is obtained for the Cascade Subdivision, was called to work the Vancouver Day Road Switcher assignment. Claims were submitted for 100 mile deadheading Coquitlam to Vancouver and 100 miles deadheading Vancouver to Coquitlam. These claims were declined by the Company on the basis that Coquitlam/Vancouver is one terminal and that Conductors and Trainmen required for service at Coquitlam/Vancouver work from a common board at Coquitlam.

The Union contends that the Conpany, by declining these two claims, has violated the provisions of Article 22, Clause (c) of the Collective Agreement, which reads as follows:

> "(c) A spare trainman deadheaded to the terminal of a regular assignment or to the point at which a work train is laid up to relieve on that assignment or work train will not be regarded as in combination service and will be paid not less than a minimum day."

FOR THE EMPLOYEE:	FOR THE COMPANY:
(Sgd.) P. P. Burke	(Sgd.) J. D. Bromley
General Chairman	General Manager, O & M

There appeared on behalf of the Company.

L. J. Masur	Supervisor, Labour Relations, CP Rail, Vancouver
R. Colosimo	Manager, Labour Relations, CP Rail, Montreal
J. T. Sparrow	Labour Relations Officer, CP Rail, Montreal
J. H. McCaw	Assistant Superintendent, CP Rail, Edmonton

And on behalf of the Brotherhood:

P. P. Burke	General Chairman, U.T.U.(T)	Calgary
F. D. Court	Local Chairman, Lo.422, U.T.U.(T)	Vancouver

AWARD OF THE ARBITRATOR

The question which is to be decided is whether or not, in the terms of article 22 (c), the grievor was "deadheaded to the terminal of a regular assignment", or whether he simply reported for work at his home terminal. If indeed Vancouver, which was the terminal for the assignment in question, is a distinct and separate terminal from Coquitlam, then it would have to be said that the grievor was properly required to deadhead and that he should be paid. The union's submission that the distance between the terminal from which the relief is obtained and the terminal to which the relief man must be deadheaded has no bearing on the entitlement, is correct.

The company's position is that Vancouver/ Coquitlam is one terminal for all purposes and has been recognized as such by the union and the company since 1913. Because of increasing traffic volume at Vancouver, additional yard facilities were built at Coquitlam, which is about 17 miles east of Vancouver. The same yard crews, working under yard conditions, worked in both yards. Since that time, various arrangements, such as rail passes, payment of jitney fares and the like, have been made to provide for employees' transportation from one yard to the other, to take up their duties. Such arrangements were embodied in the decision of Case No. 265 of the Canadian Railway Board of Adjustment No. 1, in 1925.

A feature of the decision of Case No. 265 was that this provision of transportation was made available only for those who had held seniority rights since 1917. Subsequently, however, the company did, at the union's request, extend transportation privileges to a larger group of employees. The practice was, later still, discontinued and since 1965, it seems, employees have provided their own transportation between Vancouver and Coquitlam when travelling to and from work.

Revisions were made to the collective agreement in 1918 to provide that work between Vancouver and Coquitlam would be handled by road train crews and assigned switchers and transfers. This protected trainmen who had previously operated from Coquitlam to North Bend from losing mileage between Vancouver and Coquitlam when facilities were expanded. It does not involve the implication that Vancouver and Coquitlam were separate terminals. Being a special provision for the purpose noted, it supports the company's rather than the union's contention in this case.

Yard assignments at Vancouver and Coquitlam have historically been treated as being within one yard. Indeed, this appears from the Yard Rules, article 9 (m) of which provides as follows:

> (m) For the purpose of this article, where more than one yard exists within a terminal all yards covered by the same seniority list within such terminal shall be deemed to be

> one yard except that Vancouver and Coquitlam shall be regarded as two separate yards.

Thus, while Vancouver and Coquitlam are separate yards for the purposes of article 9, it required express provision with respect to those locations to make that clear, since they must, if that provision of the article is to have any meaning, exist "within a terminal". While this provision alone appears to me to be conclusive of the matter, it should be noted as well that there is only one board to cover assignments in and out of Vancouver and Coquitlam.

Having regard to all of the foregoing, it is my view that the grievor was not "deadheaded to the terminal" to take up his assignment. He was not, therefore, entitled to payment for deadheading pursuant to article 22 (c). Accordingly, the grievance must be dismissed.

J.F.W. WEATHERILL
ARBITRATOR