CANADIAN RAILWAY OFFICE OF ARBlTRATION

CASE NO. 592

Heard at Montreal, Tuesday, February 8, 1977

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer R. D. Geiger, Humboldt, for payment of additional 10 miles, February 21, 1976.

JOINT STATEMENT OF ISSUE:

On February 21, 1976, Locomotive Engineer R. D. Geiger handled unassigned freight train No. 354 from North Battleford to Humboldt. At Denholm, which is approximately 15 miles from North Battleford and which is also the junction point on the Langham Subdivision with the Blaine Lake Subdivision, train No. 354 was moved onto this latter Subdivision in order to clear opposing train No. 353.

ln addition to 222 freight miles paid for the trip, Locomotive Engineer Geiger claimed 10 extra miles as "doubling" for moving train 354 to and from the Blaine Lake Subdivision. The Company disallowed payment thereof and the Brotherhood contends that in so doing Paragraph 64.2 of Article 64, Agreement 1.2, was violated by the Company.

FOR THE EMPLOYEE:	FOR THE COMPANY:
(SGD.) A. J. SPEARE	(SGD.) S. T. COOKE
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
R. Birch	-	System Labour Relations Officer, C.N.R., Montreal
L. R. Weir	-	Assistant Superintendent, C.N.R., Saskatoon

And on behalf of the Brotherhood:

A. J. Speare	-	General Chairman, B.L.E., Edmonton

AWARD OF THE ARBITRATOR

Article 64.2 of the collective agreement provides as follows:

> "64.2 Locomotive engineers, except on assigned runs, making side trips on subdivisions will be paid on the same basis as doubling and be paid terminal switching at the turnaround point on the side trip."

Article 64 deals generally with "Doubling and Side Trips", neither of which term is defined. The issue in this case is whether the movement of the grievor's train onto the Blaine Lake Subdivision at Denholm constituted a "side trip" within the meaning of Article 64.2. "Doubling" and "Side Trips" appear to have this in common, that each involves a train movement additional to the normal movement of the train from point of departure to destination. In the case of doubling the train is taken forward in two parts, the engine coming back for the second part of the train and thus making the same forward movement twice, or "doubling". An example of this can be seen in C.R.O.A. Case No. 305. ln the case of a side trip the whole or part of the train leaves the main track to go to some other point, later to return to the main track and continue. An example of this appears in Case No. 512, where, although the claim was made for "doubling", it seems clear that a "side trip" was made. The payment would have been the same in either case. Whether or not any of these movements is made on some other subdivision would seem to have no significance.

In the instant case the grievor's train left the main track in order to clear an opposing movement. There was, it seems, a siding at an earlier point which a shorter train might have used for that purpose, but which could not accommodate the grievor's train. The grievor's train was not moved to any other "point" than the point which it had reached in order to clear the opposing train. No other service was performed. The movement was identical to a movement onto a siding, except that it involved main track on another subdivision. lt was not, in my view, a "trip" within the meaning of Article 64. Accordingly it is my conclusion that it was not a movement for which payment was to be made pursuant to Article 64.

For the foregoing reasons, the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR