CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 607

Heard at Montreal, Tuesday, June 14, 1977

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

The dispute concerns the submission of two (2) different time tickets by the trainmen for the time of duty.

JOINT STATEMENT OF ISSUE:

On October 14, 1976 trainmen R. Bouchard and R. Theberge were ordered at 21:00 hours at Silver Yard, went to Redore and brought back cars to Silver Yard, then departed again at 23:30 hours for Talzie.

The Union claims that this handling should have been paid on two (2) separate tickets according to article VIIl.

The Railway maintains that this constitutes one continuous trip ticket and therefore shall be paid according to the collective agreement.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) G. ROBICHAUD	(SGD.) F. LEBLANC
VICE CHAIRMAN	SUPERINTENDENT - LABOUR RELATIONS

There appeared on behalf of the Company:

J. Bazin	-	Counsel - Montreal
G.A. Dolliver	-	Superintendent, Train Movement, Q.N.S.&L.Rly., Sept-Iles
J.Y. Tardif	-	Assistant - Labour Relations, " " Sept-Iles
C. Nobert	-	Assistant - Labour Relations, " " Sept-Iles

And on behalf of the Brotherhood:

R. Cleary	-	Counsel - Montreal
G. Robichaud	-	Vice-Chairman, U.T.U.(T) - Sept-Iles, Que.

AWARD OF THE ARBITRATOR

Article 8 of the collective agreement, referred to in the Joint Statement of issue does not really govern the grievors' claim, as it deals with "run-around" (tour non respecte). The grievors were not themselves run around, since it was they who performed the work which they claim to have constituted a separate trip. Another crew was run-around by reason of this.

Regardless of what may have been done in other cases, and whether or not there was in fact another crew available to claim a run-around, the fact is that the work which the grievors performed upon their return to Silver Yard from their first trip constituted a turn for which a separate crew would be entitled to be called. If that crew happened to be one which had just completed a tour of duty (as here), that would not affect the nature of the second tour, which might well commence at the moment when the crew went off duty from the first tour.

What is, I think, of central importance in such a case in the determination of the "time on duty" or the "time released from duty". Whether or not a crew is "automatically" released upon return to a home terminal is not a question in issue in this case. This case is decided on what appears to be the common ground that the trip which the grievors made to Talzie, beginning at 23:30, was a separate trip which a separate crew would have been entitled to take out.

For the foregoing reasons, the grievance is allowed.

J. F. W. WEATHERILL
ARBITRATOR