CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 719

Heard at Montreal, Tuesday, September 11,1979

Concerning

CANADIAN NATlONAL RAlLWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGTNEERS

DISPUTE:

Claim of Locomotive Engineer C.R. Swaby of for 50 miles at through freight rates on May 30, 1977.

JOINT STATEMENT OF lSSUE:

On May 30, 1977 a regularly assigned work train was operating on the Albreda Subdivision including Blue River Yard. During the performance of work on May 30, 1977, this assignment moved 50 cars of grain from Blue River Yard to a storage track at Angus Horne on the Clearwater Subdivision, a distance of some 4.4 miles.

Locomotive Engineer Swaby stood first out in the Engineer's pool on the Clearwater Subdivision when the movement took place and submitted a time return for 50 miles at through freight rates of pay for being runaround by the Locomotive Engineer assigned to the work train.

The Brotherhood contends that paragraph 77.1 of Article 77 of Agreement 1.2 (now paragraphs 32.1, 32.2 and 32.3) was violated by the Company.

The Company declined the claim.

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 Compeny:

K. G. Macdonald	-	Manager Operations Control, C.N.R., Montreal
R. Birch	-	System Labour Relations Officer, C.N.R., Montreal
L. R. Weir	-	System Labour Relations Officer, " , Mtl.
R. J. Clarke	-	Senior Labour Relations Assistant,C.N.R., Winnipeg

And on behalf of the Brotherhood:

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

AWARD OF THE ARBlTRATOR

The issue in this case is whether or not the grievor was runaround - that is, whether he ought to have been called to perform the work of moving 50 cars of grain from Blue River Yard to the storage track at Angus Horne. That work was performed by an assigned work train crew in order that it might be able to perform its work of unloading and spreading ballast at Blue River Yard. The 50 cars were later taken to Kamloops by a through freight train (manned by a Clearwater Subdivision pool service Locomotive Engineer) for movement to Vancouver.

Article 77.1 of the collective agreement read as follows:

> "77.1 Locomotive engineers in unassigned service who are available will be run first-in, first-out from the shop track or designated change off point. A spare board locomotive engineer first-out runaround avoidably will be paid 100 miles at minimum freight rates for each run-around and will maintain his position on the board. A locomotive engineer in other unassigned service first-out run-around avoidably will be paid 50 miles at minimum freight rates for each runaround and will maintain his position on the board.
>
> NOTE: This not to apply when an engine returns to shop track or designated change off point for repairs."

It is acknowledged that that article applied to locomotive engineers in pool service - that is, to the grievor. The question is, therefore, whether the movement in question was one for which a call should have been made to the person standing first-out, that is, to the grievor. In fact, no one was called from the pool service for this work. The grievor, therefore, did not lose his position on the list, nor was anyone else on the list called in priority to him.
The Brotherhood referred in argument to a recent case in which the Company argued that no "work train service en route" was performed where a through freight crew set off or switched work equipment. I see nothing in that position inconsistent with the view that in the instant case a work train crew moved certain cars whose movement would normally be said to involve a through freight operation. In this case, as in that referred to, the movement was ancillary to the proper work of the train crew. The grain cars, which would usually be part of a through freight movement, were simply moved to the nearest available location so that work could be performed on the track on which they were standing. There is nothing to suggest that the through freight movement or movements which would take these cars toward their ultimate destination, were affected in any significant way.
In the circumstances of this case, it cannot properly be said that the grievor lost a work opportunity to which he was entitled. There has been no violation of the collective agreement and the grievance must, therefore, be dismissed.

J. F. W. WEATHERILL
ARBITRATOR