

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 779

Heard at Montreal, Wednesday, October 15, 1980

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

-----

Claim of Conductor J.J. Winkel and crew of Humboldt, Sask. for 100 miles account allegedly run-around August 29, 1979.

JOINT STATEMENT OF ISSUE:

-----

On August 29, 1979, Conductor F. E. Engle and crew were ordered for Train No. 354 - North Battleford to Humboldt, Saskatchewan. While en route to Humboldt, Saskatchewan, Conductor Engle and crew booked rest at Vonda, Saskatchewan in accordance with Paragraph 35.11 of Article 35, Agreement 4.3.

Due to the lack of suitable accommodation at Vonda, Saskatchewan, Conductor Engle and crew were transported to Humboldt, Saskatchewan for rest. Upon completion of their rest, Conductor Engle and crew were transported back to Vonda, Saskatchewan to complete their tour of duty - i.e. North Battleford to Humboldt, Saskatchewan.

Conductor J.J. Winkel and crew, Humboldt, Saskatchewan submitted a claim for 100 miles, claiming a run-around in accordance with Paragraphs 43.1 and 43.2 - Article 43, Agreement 4.3, when Conductor Engle returned to Vonda, Saskatchewan to complete their tour of duty.

The Company declined the claim.

The United Transportation Union (T) contends that the Company violated Paragraphs 43.1 and 43.2 - Article 43, Agreement 4.3.

FOR THE EMPLOYEES:

FOR THE COMPANY:

(SGD.) L. H. MANCHESTER  
GENERAL CHAIRMAN

(SGD.) S. T. COOKE  
VICE PRESIDENT-LABOUR  
RELATIONS

There appeared on behalf of the Company:

L. R. Weir	-	System Labour Relations Officer, CNR, Montreal
T. F. Switzer	-	Trainmaster, CNR, Saskatoon
D. W. Coughlin	-	Labour Relations Assistant, CNR, Winnipeg
N. DelTorto	-	Labour Relations Assistant, " Montreal

And on behalf of the Brotherhood:

L. H. Manchester - General Chairman, U.T.U.(T) - Winnipeg

AWARD OF THE ARBITRATOR

-----

Articles 43.1 and 43.2 of the collective agreement are as follows:

"43.1 Trainmen in chain gang regularly set up will be called first in first out of terminal points on their respective sections.

Example: Crew "A" arrives at terminal 1030 hours, off duty 1230 hours; Crew "B" arrives at terminal 1045 hours, off duty 1130 hours; Crew "A" would be considered "first in" and would be called ahead of Crew "B" providing that Crew "A" is off duty and available for call at the time a crew is required. In other words, there may be a situation where a crew is required for 1330 hours which would necessitate calling this crew at 1130 hours, and since Crew "A" is still on duty, it would be necessary to call Crew "B".

"43.2 Trainmen covered by the provisions of this Article, who are ready for duty and run around will be paid 100 miles for each run around, retaining their original standing on train board."

The effect of this provision is clear. Its purpose is to provide for the fair and orderly assignment of work, and, in Article 43.2, to provide a remedy for trainmen who are "run around". The question in the instant case is whether or not Conductor Winkel and crew were in fact run around when they were not called on August 29, 1979, to leave the terminal at Humboldt where they stood first out, and go to Vonda in order to bring in Train No. 354, the North Battleford to Humboldt assignment whose crew had booked rest.

The Union's argument appears to turn on the fact that Conductor Engle and the crew of Train No. 354, having booked rest, were brought into Humboldt for accommodation. Had they taken rest elsewhere, the question might not have arisen. The actual physical "arrival" of the crew members in Humboldt, however, did not mean the "arrival" of the crew in the sense referred to in the example set out in Article 43.1. Their being in Humboldt was, to use the language of Case No. 208, merely coincidental: it was not until their assignment was completed that the crew could be said to have arrived at the terminal. Here, they did not arrive at the terminal as their destination, but, in effect, merely passed through it en route, or by way of interruption. When conductor Engle and crew later returned to their train to continue and complete their trip, they did not thereby run around conductor Winkel's or any other crew, any more than they would have done had they simply completed their trip without interruption.

For the foregoing reasons the grievance must be dismissed.

J. F. W. WEATHERILL  
ARBITRATOR