

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1343

Heard at Montreal, Wednesday, March 6, 1985

Concerning

CANADIAN PACIFIC LIMITED (CP Rail)
(Pacific Region)

and

UNITED TRANSPORTATION UNION

DISPUTE:

Claim of Conductor E. DiCredico and crew, Cranbrook, B.C., for a new day as a result of their Train No. 46 operating through Sparwood on May 19, 1984.

JOINT STATEMENT OF ISSUE:

On May 19, 1984, Conductor DiCredico and crew were called for straightaway service Cranbrook, B.C. to Crowsnest, Alberta on through freight Train No. 46 on the Cranbrook Subdivision of the Kootenay Division.

In order to reach their destination, Conductor DiCredico and crew operated Train No. 46 through Sparwood, B.C., an away-from-home terminal for crews manning unit coal trains.

Conductor DiCredico and crew submitted a claim for 121 miles to cover their trip Cranbrook to Sparwood and a separate claim for 137 miles to cover the 17 remaining miles Sparwood to Crowsnest.

The Company declined the claims as submitted and compensated Conductor DiCredico and crew for a straightaway trip Cranbrook to Crowsnest totalling 160 miles.

The Union contends that inasmuch as unassigned coal train crews regularly run to Sparwood and go off duty at that location, Sparwood must, in accordance with Article 11 (c), be considered a terminal for Conductor DiCredico and crew on the trip in question. The Union further contends that in these circumstances Article 14 (a) required Conductor DiCredico and crew to be run first-in, first-out of this terminal. It is therefore claimed that payment on the basis of a new day between Sparwood and Crowsnest is proper.

The Company does not agree that Sparwood is a terminal for train crews on trains which operate between Cranbrook and Crowsnest, which points are the terminals for such crews and declined payment of the claim for payment of a new day.

FOR THE UNION:

FOR THE COMPANY:

(SGD.) J. H. McLEOD
General Chairman

(SGD.) L. A. HILL
General Manager,
Operation and Maintenance.

There appeared on behalf of the Company:

B. P. Scott - Labour Relations Officer, CPR, Montreal
D. N. McFarlane - Asst. Supervisor, Labour Relations, CPR,
Vancouver
J. T. Sparrow - Manager, Labour Relations, CPR, Montreal

And on behalf of the Union:

J. H. McLeod - General Chairman, UTU, Calgary
P. P. Burke - Vice-President, UTU, Calgary

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AWARD OF THE ARBITRATOR

Effective May 18, 1984, Sparwood, B.C., became the "away-from-home" terminal for Cranbrook crews manning unit coal trains from the west coast for loading on the Cranbrook and Fording River Subdivisions destined for the west coast once loaded.

Prior to the establishment of Sparwood as an away-from-home terminal for coal runs regular freight runs manned by the same crews at Cranbrook, B.C., used Crowsnest as the regular away-from-home terminal. Since the inception of Sparwood as the away-from-home terminal on the coal runs crews on the Cranbrook - Crowsnest freight run must run through Sparwood to reach Crowsnest.

The trade union insists that since Sparwood became the regular home-away-terminal on coal runs it also became the "regular" away-from-home terminal for all runs originating in Cranbrook including the previous Cranbrook - Crowsnest freight run. Accordingly, Cranbrook crews assigned to the Cranbrook - Crowsnest run would have to be released at the away-from-home terminal at Sparwood. At that point a crew presumably on lay-over would complete the run on a first-in first-out basis. Or, in the event the same crew ran through Sparwood then, as in the grievor's circumstance, he would be entitled to claim on behalf of himself and his crew payment "for a new day". In support of this proposition the trade union relies on Article 14 (a) of the UTU collective agreement.

"Unassigned crews in freight service and
spare men will run first-in first-out of
terminals."

At issue in this case is whether crews from the same manpower pool at Cranbrook, B.C., may have more than one away-from-home terminal depending on the nature of their assigned runs at a particular time. And, of course, this question turns on the interpretation of the word "terminal" as set out in Article 11 (c) of the collective agreement:

"The meaning of terminal is understood
to be the regular points between which

crews regularly run; for instance, the terminal from which a branch line projects will be the terminal for the branch, but not necessarily for the subdivision from which the branch line projects."

As the definition of "terminal" connotes there is absolutely not suggestion to support the notion that crews operating out of the same pool at Cranbrook cannot have more than one away-from-home terminal that is designated in accordance with a particular assigned run. Prior to May 18, 1984, Crowsnest was the "regular" away-from-home terminal on the Cranbrook - Crowsnest run. And nothing that occurred thereafter prevented "Crowsnest" from continuing to be the "away-from-home" terminal on that run. Sparwood was simply made the away-from-home terminal on an entirely different run, namely the coal run. In each case the Cranbrook crew's away-from-home terminal depended upon the designated run to which they were assigned. And, because both runs thereby became the crew's regular runs their release from duty was governed upon their arrival at the appropriate away-from-home terminal.

In other words, since Sparwood cannot correctly be designated as "the away-from-home terminal" on the Cranbrook - Crowsnest run there was no obligation on the company's part to pay the grievor's crew the premium for a new day for completing their particular assigned run.

Accordingly the grievance is dismissed.

DAVID H. KATES,
ARBITRATOR.