

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1377

Heard at Montreal, Tuesday, June 11, 1985

Concerning

CANADIAN NATIONAL RAILWAY COMPANY
(CN Rail Division)

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Runaround claims of various Locomotive Engineers at Belleville, Ontario.

JOINT STATEMENT OF ISSUE:

On November 16, 1984, the Local Chairman of the Brotherhood of Locomotive Engineers at Belleville was advised Train 306 between Toronto and Montreal would be renumbered Train 228 effective December 3, 1984.

Subsequent to the change, certain Locomotive Engineers home stationed Belleville submitted runaround claims alleging a violation of Article 80.1 of Agreement 1.1. The Brotherhood contends that the renumbering of Train 306 to Train 228 required that Train 228 be manned between Belleville and Montreal by 4th Seniority District Locomotive Engineers rather than 3rd Seniority District Locomotive Engineers.

The Company declined the claims.

FOR THE BROTHERHOOD:

(SGD.) P. M. MANDZIAK
General Chairman

FOR THE COMPANY:

(SGD.) M. DELGRECO
FOR: Assistant
Vice-President
Labour Relations.

There appeared on behalf of the Company:

J. Bart	- System Labour Relations Officer, CNR, Montreal
D. W. Coughlin	- Manager, Labour Relations, CNR, Montreal
J. A. Sebesta	- Coordinator, Transportation, CNR, Montreal
M. Joannette	- Project Officer, Traffic Systems, CNR, Montreal
H. E. Young	- Assistant Superintendent, CNR, Belleville

And on behalf of the Brotherhood:

P. M. Mandziak	- General Chairman, BLE, St. Thomas
J. Konkin	- General Chairman, BLE, Winnipeg
E. Leroux	- Local Chairman, BLE, Belleville

AWARD OF THE ARBITRATOR

This case can be resolved by removing the mistaken notion on the trade union's part that the mere reinstatement of a number for use on a new train assignment thereby reinstates a discontinued work assignment with respect to the same numbered train referred to in the parties' 1980 Manning Agreement. The relevant portions of that agreement read as follows:

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- "2. The following assignments will be advertised on local bulletins during May 1980 to take effect June 29, 1980:
- (a) Ten (10) assignments to operate Trains 250, 306 and 392, nine (9) of which to be manned by Brockville Engineers and one (1) by Belleville Engineers, as per Schedule No. 1 attached hereto."
 - (d) Six (6) assignments to be manned by Belleville Engineers to operate Trains 228, 252 and 254 as per Schedule No. 2 attached hereto.

It is agreed that in May, 1982, the employer, because of a downturn in business, discontinued the operation of Train "228" as designated in Article 2(d) of the Manning Agreement. As a result the assignment of Belleville engineers to that num?ered train "as per Schedule No. 2 attached" to the Agreement ceased. Moreover, there has been no evidence adduced that would indicate, as the trade union alleged, that that particular train assignment has since been "reinstated".

What the evidence also shows is that the num?er "228" was used in December, 1984, by the employer with respect to an entirely new and different train assignment than the assignment that was referred to in Article 2(d) of the Manning Agreement. Indeed, the only similarity that I could discern between the two assignments is that they involve the use of trains bearing the same number "228".

Because I am of the view that the new assignment involving Train "228" has no relationship to the assignment involving Train "228" referred to in Article 2(d) of the Manning Agreement, I have not been satisfied that the employer has improperly deprived Belleville engineers of their entitlements under that provision. For that reason, I find that the trade union's grievance must be denied.

Finally, with respect to the trade union's complaint that the employer did not properly consult with it prior to effecting the said change, I am of the view that such derogation by the employer of the agreement, if it did occur, is of peripheral importance to the principal allegation in this case.

DAVID H. KATES,
ARBITRATOR.