

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1609

Heard at Montreal, Thursday, January 15, 1987

Concerning

VIA RAIL CANADA INC.

and

CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT AND GENERAL WORKERS

DISPUTE:

Manning of Special Trains.

JOINT STATEMENT OF ISSUE:

On May 25, 1985, VIA Promotional Train (Mazankowski Special) departed from Edmonton for Vancouver manned with employees operating from Winnipeg terminal.

The Brotherhood cited a violation of Article 7.2 (vii) of Collective Agreement No. 2, and requests compensation for eight employees at 91 hours, 55 minutes.

The Corporation contends that Article 4.8 confers upon management the right to determine the crewing of "Special Trains", and has denied the Brotherhood's claim.

FOR THE BROTHERHOOD:

(SGD.) TOM McGRATH  
National Vice President

FOR THE CORPORATION:

(SGD.) A. GAGNE  
Director Labour Relations

There appeared on behalf of the Corporation:

M. St-Jules	- Manager, Labour Relations, VIA Rail Canada Inc. Montreal
C. O. White	- Officer, Labour Relations, VIA Rail Canada Inc. Montreal
J. Kish	- Officer, Personnel & Labour Relations, VIA Rail Canada Inc., Montreal
H. Moore	- Officer, Manpower & Materials, On-Board Services, VIA Rail Canada Inc., Montreal

And on behalf of the Brotherhood:

J. A. Craig	- Regional Vice-President, CBRT&GW, Vancouver
Tom McGrath	- National Vice-President, CBRT&GW, Ottawa
T. N. Stol	- Regional Vice-President, CBRT&GW, Toronto
A. Cerille	- Regional Vice-President, CBRT&GW, Winnipeg
Gaston Cote	- Regional Vice-President, CBRT&GW, Montreal
G. Boudreau	- Regional Vice-President, CBRT&GW, Moncton

#### AWARD OF THE ARBITRATOR

It appears to be undisputed that spare work out of Edmonton is normally protected by the Vancouver Spareboard. On May 25, 1985 a special train, the "Mazankowski Special" was dispatched from Edmonton to Vancouver staffed by spareboard employees from Winnipeg. The employees in question were plainly being used off their normal assignments. Article 4.8 of the Collective Agreement provides as follows:

4.8 Employees may be used off their assignments in cases of emergency, temporary promoted positions or special assignments and they will be returned to their assignment as soon as practicable.

In the Arbitrator's view the facts disclose the establishment of a special assignment. While it is true that Article 7.2 (vii) would, in the normal course, require spare work out of Edmonton to be protected by the Vancouver spareboard, as part of the normal assignment of the employees in question, the circumstances of the special train would fall under the more specific provisions of Article 4.8. Given that this was a special assignment, the normal constraints upon the Corporation found elsewhere in the Collective Agreement did not operate (See CROA 504). For these reasons the grievance must be dismissed.

MICHEL G. PICHER  
ARBITRATOR.