CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 275

Heard at Montreal, Tuesday, April 13th, 1971

Concerning

CANADIAN PACIFIC RAILWAY COMPANY (PRAIRIE REGION)

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Failure to agree on a yard crew consisting of one Foreman and one Helper on the 0730 Yard Assignment - Job 1L1 - at Winnipeg.

JOINT STATEMENT OF ISSUE:

Article 9, Clauses (b), (c) and (d) of the Yard Agreement reads.

(b) Should the Company desire to abolish one helper position in any yard or transfer crew on which two helpers are employed in accordance with Clause (a) hereof, the Company shall notify the Local and General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on a crew consist of one yard foreman and one yard helper. The time and place, which shall be on the Region concerned, for the Company and Union Representatives to meet shall be agreed upon within twenty-one calendar days from the date of such notice and the parties shall meet within thirty calendar days of the date of such notice. It is understood, however, that if the number of cases to be handled at any particular time make the time limits specified herein impractical, on request of either party, the parties shall mutually agree on a practical extension of such limits.

(c) The determination of whether or not the proposed crew consist reduction shall be made will be limited to and based on maintenance of adequate safety. If the parties do not reach agreement at the meeting referred to in Clause (b) the Company may, by so advising the Local and General Chairman in writing, commence a survey period of five consecutive working days for the yard operations concerned during which Union Representatives may observe such operations. The survey period shall commence not less than ten and not more than twenty calendar days from the date of the Company's advice with respect to the survey period. The Local and General Chairman shall be advised of the results of the survey.

(d) If after completion of the survey period the Union Representatives oppose the implementation of a two-man crew, such representatives will identify the specific

moves which cannot, in their opinion, be performed safely with two men and the reasons therefore. If agreement cannot be reached by parties on the proposed crew consist reduction, the General Manager may by so advising the General Chairman ir writing, refer the dispute to the Canadian Railway Office of Arbitration for determination.

Notice was served upon the Local and General Chairman of the United Transportation Union (T) by the Company of its desire to implement a two-man yard crew on the 0730 Yard Assignment - Job lLl - at Winnipeg. A meeting was held on November 1Oth, 1969, between the Assistant Superintendent for the Company and Local Chairman for the Union, at which no agreement was reached on the proposed crew consist reduction. The Company then served notice on the Union that a survey period of five consecutive working days, November 23rd to 27th inclusive, 1969, would be conducted. This was done with the Local Chairman observing the operation on behalf of the Union.

The results of the survey and supporting data were provided to the Local and General Chairman, with the Company contention that the data supported its view that adequate safety, stipulated in Clause (c) as the determining factor in establishing a crew consist reduction, could be maintained on the assignment - 1L1 - With a crew consist of one yard foreman and one yard helper.

Union Representatives have opposed the Company's request for implementation of a two-man crew on this assignment and in support of their position, on request by the Company, have identified specific moves which cannot, in their opinion, be performed safely with a two-man crew on the following tracks:

West End of SW Yard, Fence Track, "I" Yard, M2 (Short M Yard).

M30, M30A, M30B, M35, M35E, M37, M41, M48, M61, M61A, M63

JE, J2A, J8, J8A, J8B, J1O, J1OA, J22, J23, J24, J26, J29,

J36, J50, J60, J84A, J87, J88B, J1OO, J102.

FOR THE EMPLOYEES:	FOR THE COMPANY..
(SGD.) R. T. O'BRIEN GENERAL CHAIRMAN	(SGD.) W. J. PRESLEY REGIONAL MANAGER, OPERATION & MAINTENANCE - PRAIRIE REGION

There appeared on behalf of the Company:

P. A. Maltby	Supervisor Labour Relations, C.P.R., Winnipeg
F. B. Reynolds	Asst. Supervisor Labour Relations, C.P.R. Winnipeg

R. B. Bremner	Special Duties, C.P.R. Winnipeg	

And on behalf of the Brotherhood:

R. T. O'Brien	General Chairman, U.T.U.(T)	Calgary
F. W. Larry	Local Chairman,	Winnipeg

AWARD OF THE ARBITRATOR

The company seeks the reduction of the three-man crew heretofore used on the assignment in question, to a two-man crew. The union has, in conformity with Article 9 of the Yard Agreement, specified certain moves which, it is said, cannot be performed safely with a two-man crew. These moves are referred to in the joint statement of issue.

The job in question, Job 1L1, provides switching service to various industries located in "J" and "M" yards of the South Side Industrial Area of the company's Winnipeg terminal. At the beginning of each shift classification switching is performed in "SW" yard, and occasionally in "1" yard. Thereafter the assignment proceeds to the industrial tracks. ln dealing with the areas where it is disputed that moves can be made safely by a two-man crew, the parties referred to certain areas where both Job 1L1 and Job 2L3 worked. Such situations will be dealt with either in this case, or in Case No. 276, which deals with Job 2L3. The two assignments are in may ways similar, although performed at different times of day.

The assignment spends one and one-half to two hours each day performing classification switching in the West end of South-West Yard, and on the "Fence Track". Somewhat similar work was carried on by the assignment involved in Case No. 223. Where large numbers of cars are handled or where there are cars left in the east end of the fence track, it would seem that three men would be necessary to perform the necessary work safely. Given, however, a limitation on the number of cars handled (and it was the company's submission that up to 13 cars could be handled at a time}, and provided also that there be 15 car lengths of track left free at the east end of the fence track, the work can be safely handled by two men.

As to tracks M30, M3OA and M30B, during the survey period the third crew member remained at the Saskatchewan Avenue crossing while the other members of the crew performed the necessary switching at the industry. There does not appear to have been any necessity for the third man to remain at the crossing, as it could have been adequately protected by crew members when the movement returned to it. In the case of track M37, mention was made of the necessity to have two men to adjust couplings in some cases. Where this is necessary, two men could perform the work once the movement has been brought to a stop. The movement could not begin again until the signal was given. There might in some cases be a delay while a crew member got to a position from which a signal could be given, but that is not a matter of safety.

In the case of tracks M41, M48, M61, M61A and M63, a study of the materials before me does not reveal situations in which, in my view, a two-man crew could not operate safely. In some situations a revised switching method would be required, but I am satisfied that the methods suggested by the company would be feasible in these cases.

As to tracks J2 and J2A, I am unable to see any real difficulties for a two-man crew as far as the switching itself is concerned. Track J2A leads to the Globelite Batteries site, and during the survey sight line were interrupted due to material being piled too close to the edge of the platform. Protection of such sight lines may be a condition of service to the plant. Unusual conditions may arise with respect to any location, and situations may arise where no crew could operate. I am satisfied, however, that under the conditions properly to be expected a 2-man crew could perform this work.

In all of the remaining situations, I am satisfied from a study of the material before me that the work of this assignment could be carried out by a two-man crew with maintenance of adequate safety. In some cases there must be revised switching methods or limitations on the number of cars handled. Such revisions or limitations are, in my view, reasonable.

It must be concluded, from the foregoing, that the crew of the assignment is reducible, and I so award.

(SGD.) J. F. W. WEATHERILL
ARBITRATOR