CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 276

Heard at Montreal, Wednesday, April 14, 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 1500 Yard Assignment - Job 2L3 - 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 Representative 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 sonsecutive 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 therefor. If agreement cannot be reached by parties on the proposed crew consist reduction, the General Manager may by so advising the General Chairman in 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 crew on the 1500 Yard Assignment - Job 2L3 - at Winnipeg. A meeting was held on November 10th, 1969, between the Assistant Superintendent for the Company and Local Chairman for the Union, at which not agreement was reached on the proposed crew consist reduction. The Company then served notice on the Union that a survey period of five consecutive days, December 1st to December 5th 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 adquate safety, stipulated in Clause (c) as the determining factor in establishing a crew consist reduction, could be maintained on the assignment - 2L3 - with a crew consist of one yard foreman and one yard helper.

Union Representatives have opposed the Company's request for implementations 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) M30A, M31, M35, M35E, M37, M48, M61, M61A, M63, J1, J2, J2A, J8, J10, J20A, J24A, J26, J36, J50, J72, J87, J88, J88B, J100, J114, J128

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) R. T. O'BRIEN	(SGD.) W. J. PRESLEY
GENERAL CHAIRMAN	REGIONAL MANAGER, OPERATION AND 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, CPR, Wpg.
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, U.T.U. (T) - 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 move are referred to in the joint statement of issue. As is noted in Case No.275 the assignment here in question operates to a considerable extent on track also used by job 1L1. In considering the moves which have been questioned in this case, I have omitted those already dealt with in Case No. 275, although in fact the whole of the assignment has been borne in mind in determining this case. Correspondingly, there were considered in determining this case certain tracks which were also material in the other case.

The remarks made in Case No. 275 as to the work of the assignment in South West Yard and on the "Fence Track" apply as well here. The work can, in my view, be done safely, given the restrictions there set out. "I" Yard switching has also been dealt with in other cases. From the survey data in this case, I can see no situations which would, on analysis, require a different conclusion in this case.

In all of the other situations referred to in the joint statement of issue (most of which were not specifically dealt with in the union's brief), I have studied the representations of the parties, together with the survey data and other supporting materials. There is no necessity for setting out the details of each situation, many of which display fundamental similarities. In many cases revised switching methods are required, and in some cases there must be limitations on the number of cars handled. These revisions and limitations are in my view reasonable, and having regard to them, and to the whole of the appropriate material before me it is my view the crew on this assignment is reducible within the meaning of the Yard Agreement.

Consideration of proposed revised switching methods or limitations in numbers of cars handled may support, as here, the conclusion that a job is reducible. This is not to say, however, that there is necessarily an obligation to use the methods referred to, or to abide by the limitations specified. In some cases, further revision in switching methods would be desirable, and it may be that a larger number - or only a lesser number - of cars could be handled. In the course of carrying out its work, a reduced crew may find that, in certain circumstances, it is impossible for it to carry out its work safely, Whether because of non-compliance with one of the aforesaid limitations or otherwise. Of course the work must be carried out at all times in conformity with the Uniform Code of Operating Rules. There may well be situations where a two-man crew, working in conformity with the Code, could not perform its work efficiently. That possibility is a risk run by the company in deciding to operate with a reduced crew. The determination that the crew is reducible, however, is made having regard to the conditions at the time of the survey, and an assessment of how the requirements of the work may reasonably be met by a reduced crew. For the reasons set out earlier, it is my view that the crew assigned to Job 2L3 is reducible, and I so award.

J. F. W. WEATHERILL
ARBITRATOR