CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 314

Heard at Montreal, Wednesday, October 13th, 1971

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION

DISPUTE:

Failure to agree on a yard crew consisting of one Foreman and one Helper on the 0745 Yard Assignment - Job 7D5 - at Thunder Bay.

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 Represent-atives 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 yard crew on the 0745 Yard Assignment - Job 7D5 - at Thunder Bay. A meeting was held on October 13, 1970, between the Superintendent for the Company and the 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 16th to November 20th, 1970, inclusive, would be conducted. This was done with the Local Chairman observing the operation on behalf of the Union.

The results of the survey, accompanied by supporting survey data, were provided to view that adequate safety, stipulated in Clause (c) as the determining factor in establishing a crew consist reduction, could be maintained on the assignment - Job 7D5 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 safelty with a two-man crew on the following tracks:

'F' Yard Tracks, Car Shop Track R-1 and R-2

Rip Tracks R-3 and R-4 'E' Yard Tracks.

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

There appeared on behalf of the Company:

P. A. Maltby	- Supervisor Labour Relations, CPR Winnipeg
F. B. Reynolds	- Asst. Supervisor Labour Relations, CPR Wpg.
R. B. Bremner	- Special Duties, CPR, Winnipeg
J. Ryder	- Yard Co-ordinator, CPR, Thunder Bay, Ont.
D. Wilson	- Labour Relations Officer, CPR, Montreal

And on behalf of the Brotherhood:

R. T. O'Brien	- General Chairman, U.T.U. - Calgary
P. P. Burke	- Vice Chairman, U.T.U. - Calgary
J. G. Culliton	- Local Chairman, U.T.U. - Thunder Bay, Ont.

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.

The assignment in question works primarily in "E" and "F" yards of the company's terminal at Thunder Bay, and on the car shop tracks and rip tracks adjoining "E" yard. The union, in objecting to the reduction, has referred to moves made on such trackage. In this case, I found it necessary to take a view of the trackage in question, and this was done in the presence of representatives of the parties.

Reference was made to a number of shoving movements in "F" yard in which cars are shoved through F-2 or R-3 into tracks F13-19. During the survey period, the maximum number of cars handled on such a move was 18. The company suggested that such a movement could be made safely by a crew of two, using a revised switching method. By this method the helper lines the switch for the track into which the movement is to proceed, and relays signals to the foreman, who is at the switch controlling the track from which the movement is proceeding (f-3 in the example given). The foreman signals the engineman, and the movement proceeds, there being no one then at the point of the movement. The movement stops when the engine is clear of track F-1 and on tangent track on the lead. The distance cars will have been shoved without protection of the point of the movement will vary with the number of cars involved. While it may be that in some cases this movement would be safe enough, in others it would have to be regarded as a danger, particularly when it is considered that there are men at work in F yard, cleaning cars. Curvature of the trackage in and approaching "F" yard, and the presence at times of cars in adjoining tracks, would make it difficult for a two-man crew to maintain sight lines in moving cuts of cars of any substantial length. In my view, there is some doubt whether the movements necessary in "F" yard could be made in all cases with maintenance of adequate safety. While this consideration could not, having regard to the language of the yard Agreement, be decisivie, it may, in my view properly be borne in mind in determing the question before me.

Reference was made to a shoving movement made from the Coal Dock Lead into track F-21. The question is one of sight lines, primarily, although the conditions obtaining in "F" yard, mentioned above, must be remembered. The company suggested that the movement could be made safely if the number of cars handled is limited drastically enough. Whether such a suggestion is valid depends on the circumstances with respect to which it is made. In my view, from the material before me, the limitation seems a reasonable one, which would permit the work required to be done with adequate safety.

The assignment includes the pushing of cars onto the Car Shop tracks at one end of the Car Shop, and the pulling out of cars from the other. No switching can take place on such tracks until the blue flags protecting them have been removed. Nevertheless, the actual switching movements, once properly begun, must be carried out with particular care in an area of this sort. The movement of pushing

cars onto the Car Shop tracks, particularly where cars are to be spotted inside the Car Shop, is, in my view, a difficult one, having regard to the curvature of the tracks leading into the car shop tracks, and the conditions which may make visibility difficult inside the Car Shop. While the simple pulling movement, removing cars from the car shop tracks, is not difficult, movements associated with that movement do, on the tracks involved, present real difficulties of maintaining sight lines. With respect to this aspect of the case, then, there is real doubt as to whether a two-man crew could perform the work with adequate safety. No particular difficulties appear with respect to switching on the Rip Tracks.

The assignment also is engaged in classifying cars at the east end of "E" yard. The yard is on a gradient, and tracks are on long curves to the lead. Cars switched into these tracks must be secured by hand brakes or be coupled to cars already secured. There are other crews at work in the area. While the safety of any particualr move will depend on the conditions existing at the time it is made, it is my view that, in general, the movement of cars in this area should be controlled by a crew of three. It appears, howver, that this work did not occupy a great deal of time, and was not required on certain days.

While there appears to be no one critical move or set of moves which would determine the issue in this case, the matter is to be determined having regard to all of the material before me, but with reference of course to specific moves referred to. While the matter is certainly not free from doubt, it is ny vew, having regard to the moves specified and to the overall characteristics of the areas where they are performed, that the performance of the work of this assignment could not be performed by a reduced crew with maintenance of adequate safety.

For these reasons the request of the Company is denied.

J. F. W. WEATHERILL
ARBITRATOR