CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 574

Heard at Montreal, Thursday, October 14, 1976

Concerning

CANADIAN PACIFIC LIMITED (CP RAIL)

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claim of Yardman O.N. Snaychuk, Edmonton, for a day's pay of eight hours at yard rates, June 23rd, 1975 and a request that the 0800 to 1600 yard assignments be re-bulletined as a three man crew.

JOINT STATEMENT OF ISSUE:

The 0800 to 1600 South Edmonton yard assignment was declared and posted as a reducible crew on March 3rd, 1974, after agreement was reached between the Company and the Union on revised switching methods to be used by a reduced crew and in accordance with Article 9 of the Collective Agreement. The assignment was subsequently reduced to a two man crew and worked in this manner until the Company called spare yardmen as second Helper on this assignment on June 9th, 13th, 16th and 23rd, 1975. Yardman O.N. Snaychuk became aware of this on June 23, 1975 and submitted a claim for a day's pay for June 23, 1975. The Company declined payment of this claim.

The Union subsequently requested the Company to re-bulletin the 0800 to 1600 yard assignment as a three man crew. The Company refused to re-bulletin bulletin the assignment as a three man crew.

The Union alleges that the Company, in declining payment of Yardman Snaychuk's claim and refusing to re-bulletin the 0800 to 1600 South Edmonton yard assignment as a three man crew are in violation of Article 7, Clause (d) and Article 9 of the Collective Agreement.

FOR THE EMPLOYEE:	FOR THE COMPANY:
(SGD.) P. P. BURKE	(SGD.) J. D. BROMLEY
GENERAL CHAIRMAN	GENERAL MANAGER, O. & M. (PACIFIC REGION)

There appeared on behalf of the Company:

L. J. Masur - Supervisor, Labour Relations, CP Rail, Vancouver
R. Colosimo - Manager, Labour Relations, CP Rail, Montreal
J. T. Sparrow - Labour Relations Officer, CP Rail, Montreal
J. N. McCaw - Assistant Superintendent, CP Rail, Edmonton

And on behalf of the Brotherhood:

P. P. Burke - General Chairman, U.T.U.(T) - Calgary
F. D. Court - Local Chairman, Lo.422, U.T.U.(T) - Vancouver

AWARD OF THE ARBITRATOR

Article 7 (d) of the collective agreement calls for preference of work and promotion in accordance with seniority. Article 9 deals with crew size, with the reducibility of crews and the rights of yardmen to helper positions.

In the instant case the crew for the assignment in question was agreed to be reducible, and the company declared and posted it as such. One result of this was that an employee who had been the third member of the crew became surplus. Where the company then augments the two-man crew by assigning a third man to it from time to time, the displaced employee, who may be working on a less desirable shift, may understandably feel that he has been unjustly treated.

If, in fact, by regularly augmenting the two-man crew the company is in fact operating the assignment as though it were manned by a three-man crew, but without bulletining it as such, then it might well be held that the seniority provisions of the collective agreement had been violated. That is not, however, the present case. The regular crew of the assignment in question is a two-man crew. Nothing prevents its being augmented from time to time as the necessities of operations may require. In this respect, a reducible crew which has been reduced is no different from a non-reducible crew or any other bulletined assignment consist.

In the circumstances of the instant case there has been no violation of the collective agreement provisions referred to. The grievance must accordingly be dismissed.

J.F. WEATHERILL
Arbitrator