CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 754

Heard at Montreal, Tuesday, May 13th,1980

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Interpretation and application of letter of intent No.11 and handling of KL trains on arrival and departure at Sept-Iles Yard.

JOINT STATEMENT OF ISSUE:

The letter of intent No.11 stipulates that "train crews in ore and unassigned service will not be required to perform switching performed by yard crews at Sept-Iles".

The Union claims that the Railway is violating the letter of intent when its members are required to perform certain switching in handling KL ore trains in and out of Sept-Iles Yard and also claims that such switching should be performed by yard crews, members of another bargaining unit.

The Railway maintains that train handling in and out of Sept Iles Yard has never been performed by Yard Crews. That method of train handling, established in 1954, is in accordance with the collective agreement and the letter of intent. For such handling the train crews are paid initial and final terminal time in accordance with paragraphs 3.01 and 3.02 of the collective agreement.

The Union filed a grievance and the Railway rejected same.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) L. LAVOIE	(SGD.) R. BEAULIEU
GENERAL CHAIRMAN	MANAGER-LABOUR RELATIONS

There appeared on behalf of the Company:

J. Bazin	-	Counsel - Montreal
R. Beaulieu	-	Superintendent, Labour Relations, QNS&L.Rly. Sept-Iles
R. P. Morris	-	Superintendent, " " " "
B. Adams	-	Trainmaster " "
C. Nobert	-	Labour Relations Assistant " "
Marie Tardif	-	" " " " "

And on behalf of the Brotherhood:

L. Lavoie - General Chairman, U.T.U.(T) - Sept-Iles, Que.

AWARD OF THE ARBITRATOR

It is alleged that the Company is not following Letter of Intent No.11. It may be well to set out the letter in full, since its interpretation turns on its precise wording. The letter, dated July 6, 1978, is as follows:

"Tel que convenu lors des negociations et ce pour la duree de la Convention Collective, les equipes de train affectees aux trains de minerai et en service mixte ne seront pas requis d'effectuer de l'aiguillage effectue par les equipes de la Cour a Silver Yard, Carol Lake ou Sept-Iles. Les agents de train peuvent etre requis, selon les instructions des autorites competentes, de mettre de cote des wagons defectueux.

L'aiguillage entre les terminus sera effectue seulement par les equipes de Q.N.S. & L., a l'exception des voies qui sont la propriete totale ou partielle de Wabush Lake Railway et le Chemin de fer Arnaud."

The letter provides that certain train crews will not be required "to perform the switching performed by the yard crews" at certain locations. The instant case involves work done by train crews in the yard at Sept-Iles. Train crews have always "yarded" their trains on arrival at their destination by placing them on the designated track and, usually, taking the engine to its designated track. On departure, train crews take the engine to the train, perform necessary brake tests, and depart. The performance of such work is contemplated by the collective agreement, and is paid for as initial and final terminal time.

Yard switching as such is not generally the appropriate work of train crews. Letter of Intent No.11 contemplates a particular case of such switching which a train crew may perform, namely the switching-out of bad order cars in some cases. It is clear, however, that pursuant to the letter, train crews are not to perform "the switching performed by the yard crews" at the yards named.

The difficulty in the instant case arises because, as the Company's witness pointed out, "trains have grown longer, but yards have not" The Company's ore trains are now some 240 cars in length. At Sept-Iles, none of the tracks in the receiving yard or in the departure yard can accommodate trains of such length. Incoming trains must therefore be divided on arrival and placed in two tracks. Outgoing trains must correspondingly put together from cars on two tracks. Certain switching movements must therefore be performed when such a train arrives or departs. These movements have been carried out by the train crews, and the Union contends that this constitutes a violation of the letter of intent.

Having regard to the terms of the letter, however, I do not think it can properly be said that its purpose is to prevent train crews from placing their train on more than one track on arrival, or from picking it up on more than one track on departure. Rather, it is to prevent train crews from performing "the switching performed by the yard crews" at the locations mentioned. There is, at Sept Iles, considerable yard switching to be performed by yard crews involving the disposition of loaded cars which have arrived, the making-up of trains for departure, switching to the shop tracks and the like. Such work is not to be performed by train crews as Letter No.11 makes clear. The work of placing an arriving train, and of picking up a departing train, although it involves some switching, is not work which the yard crews have performed. It is not, that is, the work referred to in the Letter where it speaks of "l'aiguillage effectue par les equipes de la Cour", and it is not work which the train crews are prevented from doing. If it were, it may be added, the express permission to train crews to set out bad order cars would be quite anomalous.

For the foregoing reasons, it must be my conclusion that there is no violation of the letter of intent in the circumstances described. Accordingly, the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR