

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2218

Heard at Montreal, Wednesday, 11 December 1991

concerning

QUEBEC NORTH SHORE & LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION

DISPUTE:

Interpretation and application of Letter No. 62 entitled ``Automatic Loading''.

JOINT STATEMENT OF ISSUE:

The Union alleges that the Automatic Loading Controls should not be used to clear the train or clearing the crossing after the train has been loaded.

The Railway rejected the grievance and maintains that the clearing of the train with automatic controls does not consist of a violation of Letter No. 62.

FOR THE UNION:

FOR THE COMPANY:

(SGD.) B. ARSENAULT

(SGD.) A. BELLIVEAU

GENERAL CHAIRPERSON

MANAGER, HUMAN RESOURCES

There appeared on behalf of the Company:

D. Manzo

Counsel, Montreal

A. Belliveau

Director, Human Resources, Sept Iles

K. D. Turriff

Superintendent, Special Projects, Sept Iles

D. M. Thomas

Tranmaster, Sept Iles

R. Normand

Chief Clerk, Sept Iles

And on behalf of the Union:

R. Cleary

Counsel, Montreal

B. Arenault

General Chairman, Sept Iles

AWARD OF THE ARBITRATOR

The facts giving rise to this grievance are not in dispute. Effective March 1, 1990 the Company introduced a remote control automatic train system (referred to as RCATS) for use in the loading of ore trains in Carol Lake Yard, in Labrador City. The trains are brought into the yard by yard crews and are deposited on the loop track, prior to loading. From that point the train is controlled by a remote control radio device in the locomotive, which is operated by the load-out attendant, who is an employee of the Iron Ore Company. Using the RCATS system the operator is able to move the train to the loading station, and to move the train as required for the purposes of loading the ore cars. By a Letter of Understanding dated June 18, 1990 the parties acknowledged the right of the Company to use the RCATS system under the control of the Iron Ore Company employee. Their agreement reads, in part, as follows:

SUBJECT: AUTOMATIC LOADING

The following is the understanding reached regarding automatic loading:

(1)

When automatic loading comes into effect the automatic controls will be situated in both loadouts and shall be operated by IOC.

(2)

IOC personnel will not perform any work on trains.

There are two fact situations which give rise to this grievance. The first concerns the movement of an ore train which was fully loaded. It is common ground that the train occupied a portion of the main track in such a way as to block access to the switch leading to the loop track, which is part of the loading facility. To permit an empty train access to the loop track, the load-out operator moved the fully loaded train clear of the main track to the point of the switch to the loop track, enabling the train of empty cars to access that area. The Union submits that that use of the RCATS system is beyond the contemplation of the automatic loading agreement, and is in violation of the collective agreement.

Secondly, the Union alleges a similar violation of its rights with respect of the movement of a train of empty cars. In the second instance, it is common ground that loading had not commenced with respect to the train in question, but that its positioning on the loop track was such as to block a level crossing. To clear the level crossing in order to allow vehicular traffic to pass, the load-out operator moved the train by means of the RCATS system. This movement, in the Union's submission, is also beyond the contemplation of the automatic loading agreement, and is in violation of the Union's rights under the collective agreement. In the Arbitrator's view the Union's claim is well founded. It is common ground that prior to the advent of the RCATS system and the introduction of the automatic loading agreement, the movement of trains in all parts of the Carol Lake Yard was the protected work of yard service employees at Labrador City. This included the movement of trains during loading operations. The rights of the Union in that regard were protected by Article 1 of the Preamble of Appendix E of the Collective Agreement which provides as follows:

1.

Q.N.S.&L. train crews employed at Labrador City will have <<protected rights>> to Yard Service at Labrador City as presently established including short turnaround freight and passenger service to Ross Bay Junction

The Letter of Understanding expressly provides that the personnel of the Iron Ore Company are not to perform any work on trains, save the movement of the train in relation to automatic loading contemplated in paragraph (1) of the document. It is common ground, for example, that the RCATS system cannot be utilized to operate the train for the purposes of a roll by inspection, a matter that is the subject of a separate Letter of Agreement. The instant case resolves itself into whether the movement of the train in both instances which give rise to this grievance can be said to be sufficiently in relation to the automatic loading process as to be protected by the Letter of Agreement on automatic loading of June 18, 1990.

I do not see how it can. The facts disclose that in the first instance a fully loaded train, which was no longer in the process of automatic loading, was moved by means of the RCATS system for the sole purpose of giving another train access to the loop track. The movement of a train within the yard for that purpose would, it appears to the Arbitrator, normally fall within the ambit of yard service as that term is generally understood, and as it would be contemplated under paragraph 1 of the Preamble of Appendix E of the collective agreement. I can find nothing in the Letter of Agreement on automatic loading that would expressly or impliedly establish an exception to that rule. The train movement in question was entirely unrelated to loading operations and was, in my view, more analogous to the movement of a train for purposes normally associated with yard service. It was more closely analogous to work such as yard switching or the performance of a roll by inspection. The movement of a train for the sole purpose of facilitating the movement of other train traffic cannot, on the material before the Arbitrator, be said to fall within the contemplation of the parties' Letter of Agreement in respect of automatic loading.

In the Arbitrator's view the same conclusion must be reached with respect to the movement of the empty train by means of the RCATS system, for the sole purpose of clearing a level crossing. The movement was not undertaken and cannot be said to have been in relation to the loading of a train within the contemplation of the parties' agreement.

For the purposes of clarity, it should be emphasized that the Union makes no claim that would limit the latitude of the Company to use to RCATS system to move a train for the purposes of clearing a section of track when the train is in the course of being loaded. In other words, if it became necessary to move a train during loading in order to clear the switch to the loop track or the level crossing, the Union submits that it could make no objection to that movement, as it would be a movement undertaken during the course of a loading operation which is under the control of the RCATS system. The basis for the objection in the instant case, which the Arbitrator finds to be well founded, is the use of that system for the movement of a fully loaded train, or a fully empty train, for reasons unrelated to loading.

For the foregoing reasons the grievance is allowed. The Arbitrator finds and declares that the Company violated the collective agreement, and the Letter of Understanding of June 18, 1990 by moving a fully loaded train as well as an empty train, for purposes unrelated to loading, without utilizing a yard crew. The Arbitrator retains jurisdiction with respect to the issue of any further remedy, including compensation, should the parties be unable to agree on that matter.

December 13, 1991

(Sgd.) MICHEL G. PICHER

ARBITRATOR