

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2219

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 movement of ore trains when ``loading over the side'' with loaders should be performed by Carol Lake Yard Crews.

The Railway contends that Letter No. 62 is not violated when trains are loaded ``over the side'' and moved by the automatic remote controls.

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

This grievance concerns the application of the Letter of Agreement executed June 18, 1990 with respect to automatic loading operations at Carol Lake Yard. In pursuance of that agreement, effective March 1, 1990, the loading of ore at that location was performed by means of a remote control automatic train system (RCATS). From that time the movement of the train, for the purposes of loading ore cars, was performed by the load-out attendant employed by the Iron Ore Company who controls the locomotive of the train and is able to move the train for spotting and loading purposes by means of a remote control device.

The instant grievance alleges that the practice of using the RCATS system when ore cars are loaded by the use of payloaders, rather than through the main load-outs, is in violation of the collective agreement and of the Letter of Understanding in respect of automatic loading. The agreement of June 18, 1990 provides, 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.

In the Arbitrator's view the position of the Union cannot be sustained in this grievance. The reference to ``automatic loading'' in the foregoing Letter of Agreement cannot be construed to refer to the use of the automatic load-out, which has been in operation since 1962. It must, rather, be interpreted as referring to the process of loading the train through the ``automatic'' operation of the locomotive by means of the RCATS system. It is in that sense that the document speaks in terms of ``When automatic loading comes into effect ...''. Clearly the reference to automatic controls situated in the load-out is to the RCATS controls, and it is the operation of the RCATS system which is contemplated by the phrase ``automatic loading''.

The process of automatic loading therefore refers to the movement of the ore cars during the process of loading, by a locomotive remotely controlled by RCATS, and operated by a load-out attendant employed by the Iron Ore Company. The agreement makes no reference to the method by which ore is transferred from stock piles to the ore cars. There is, in this circumstance, no basis upon which to conclude that the loading of ore cars by means of payloaders would not come within the contemplation of the agreement on automatic loading.

For the foregoing reasons the grievance must be dismissed.

December 13, 1991

(Sgd.) MICHEL G. PICHER

ARBITRATOR