CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 3332

Heard in Montreal, Wednesday, 9 April 2003

concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

The bulletining of Trains 115 and 114 to Melville, Saskatchewan home stationed locomotive engineers.

JOINT STATEMENT OF ISSUE:

On February 26, 2003, the Company issued bulletin, Job Application E-059/03 (Melville), effectively creating assignments to operate from Melville to Saskatoon and return. The work in question had previously been shared by the terminals of Biggar and Melville, Saskatchewan.

The Brotherhood contends that the Company cannot designate Melville as a home station for the run that has been bulletined and envisioned in Job Application E-059/03, as article 57 precludes the creation and implementation of such assignments.

In the alternative, the Brotherhood contends that the Company should have served a notice pursuant to article 89, paragraph 89.1 of the 1.2 agreement, to specifically deal with the significant adverse effects in respect of Biggar and Melville home stationed locomotive engineers, brought about by the change in operation.

The Company maintains that the bulletining of trains 114 and 115 to Melville, Saskatchewan is consistent with the provisions of article 57 of the 1.2 agreement. In addition, the Company maintains that this change is brought about by the normal application of the 1.2 collective agreement. The reassignment of work at home stations, is a normal change inherent in the nature of the work in which locomotive engineers are engaged, and material change provisions do not apply.

FOR THE BROTHERHOOD:	**FOR THE COMPANY:**
(SGD.) D. E. BRUMMUND	**(SGD.) D. VANCAUWENBERGH**
FOR: GENERAL CHAIRMAN	**FOR: VICE-PRESIDENT, PRAIRIE DIVISION**

There appeared on behalf of the Company:

D. VanCauwenbergh	– Manager, Human Resources, Winnipeg
J. Torchia	– Director, Labour Relations, Edmonton
S. Blackmore	– Manager, Human Resources, Edmonton
R. Reny	– Sr. Manager, Human Resources, Vancouver

And on behalf of the Brotherhood:

D. E. Brummund	– Sr. Vice-General Chairman, Edmonton
B. Willows	– Vice-General Chairman, Edmonton
B. R. Boechler	– General Chairperson, UTU, Edmonton
R. A. Hackl	– Vice-General Chairperson, UTU, Edmonton

AWARD OF THE ARBITRATOR

The material before the Arbitrator establishes that for a substantial period of time trains 115 and 114, operating between Toronto and Calgary, were handled on a shared basis by crews home stationed at Melville and Biggar, Saskatchewan for their movement between Melville and Saskatoon. Melville unassigned single subdivision crews operated trains 115 and 114 the 129 miles between Melville and Watrous while Biggar unassigned single subdivisions crews operated trains 115 and 1114 the remaining fifty-six miles between Watrous and Saskatoon. As Biggar is located west of Saskatoon, the operations then required that Biggar crews be deadheaded to or from Saskatoon, a distance of some sixty-two miles.

The Company came to the view that it was feasible and more efficient to run trains 115 and 114 in assigned service between Saskatoon and Melville by assigning those trains entirely to Melville crews. That approach would eliminate the unproductive deadheading miles otherwise made necessary for crews home stationed at Biggar. The Company's intention in that regard was apparently clarified to the Brotherhood in a letter dated January 8, 2003, and following discussions between the parties, on February 26, 2003 the Company bulletined three crews operating in assigned service on trains 115 and 114 between Melville and Saskatoon, home stationed at Melville, Saskatchewan effective the spring change of card, Friday, March 14, 2003. It appears that the Company has agreed to suspend the bulletining pending the hearing and disposition of this grievance, filed on March 4, 2003 as a policy grievance by the Brotherhood.

The Brotherhood argues a two-fold position. Firstly, it submits that the Company could not, under the terms of the collective agreement, determine that crews operating trains 114 and 115 would be home terminaled at Melville without the agreement of the Brotherhood. Secondly, and in the alternative, it submits that what transpired was a change of home station within the meaning of article 89 of the collective agreement, and that the Brotherhood was therefore entitled to a material change notice as contemplated under that provision.

The Brotherhood's first position is based on the language of article 57.1 of the collective agreement which reads as follows:

> **57.1** Home station means a terminal designated by the Company and the locomotive engineers' General Chairman as the headquarters of locomotive engineers on various runs.

The Arbitrator has substantial difficulty with the first position argued by the Brotherhood. It appears clear that what article 57 purports to do is to deal with the establishing of home stations. Article 57.2 deals with the bulletining of positions out of newly established home stations and article 57.3 establishes a list of criteria governing establishing the home station of assigned or unassigned service runs. In that regard article 57.3(c) reads as follows:

> **57.3** Except when otherwise arranged between the General Chairman of the B. of L.E. and the appropriate officer of the Company, the following will apply when establishing the home station of assigned or unassigned service.
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> …
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> **(c)** Trains operating over territory under the jurisdiction of two or more home stations and running between two home stations will be manned from the station having the greatest amount of mileage in the territory over which the trains operate.

Clearly, the action of the Company which is the subject of this grievance does not involve establishing a home station. Melville, like Biggar, has long been established as a home station in the Company's operations. What has occurred is the reassignment of work in relation to trains 114 and 115 exclusively to employees home stationed at Melville. The Company defends its decision on the basis of the express provisions of article 57.3(c), noting that the greatest amount of mileage in the assignments in question is in territory belonging to the home station of Melville. In that circumstance its representative submits that it was entirely proper to make the assignment at is did.

The Arbitrator must agree. This is plainly not a case of establishing a home station in the sense contemplated by article 57.1. I cannot accept the submission of the Brotherhood's representative that the determination of a home station is dependent upon the configuration of runs. The fact that article 57.1 contains the expression "the headquarters of locomotive engineers on various runs" does not, of itself mean that the agreement of the locomotive engineers' General Chairman must be obtained by the Company any time it contemplates changing the assignment of runs from employees at one home station to employees at another home station. So radical a limitation on the prerogatives of the Company would, in the Arbitrator's view, require clear and unequivocal language to support it. No such

language is to be found in the provisions here under consideration.

Can it be said that, in accordance with the alternative position of the Brotherhood, that what transpired was a change of home stations within the meaning of article 89 of the collective agreement? Article 89 reads, in part, as follows:

> **89.1** Prior to the introduction of run-throughs, changes or closures of home stations (including those brought about by the sale of a line), or the introduction of new technology initiated solely by the Company and having a significantly adverse effect on locomotive engineers, the Company will: …

On what basis can it be said that there has been a change of home stations in the case at hand? Employees home stationed at Melville and Biggar before the change proposed by the Company will remain home stationed at those two locations, respectively after the change. What has changed is not the location or identity of a home station, but rather the assignment of work to employees home stationed at Melville and Biggar. I must agree with the Company that such changes are the everyday stuff of railway operations. In that regard article 89.6 of the collective agreement specifically provides as follows:

> **When Material Change Does Not Apply**
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> **89.6** The changes proposed by the Company which can be subject to negotiation and arbitration under this article 89 do not include changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, reassignment of work at home stations or **other normal changes inherent in the nature of the work in which locomotive engineers are engaged.**
>
> (emphasis added)

This Office has long held that the reassignment of work at home stations is clearly inherent in the nature of the work in which locomotive engineers are engaged within the meaning of article 89.6 of the collective agreement. Changing the home terminal of an assignment was specifically recognized as not constituting material change for the purposes of article 89 in **CROA 332.** Similarly, **CROA 1444** confirms that the relocation of a wayfreight assignment from one home terminal to another is in the nature of normal changes inherent in railway operations, and does not constitute a material change (see also **CROA 1167, 2893, 2973**).

For all of the reasons related above, the Arbitrator is satisfied that the Brotherhood has not established that the Company has violated article 57.1 relating to the establishing of home stations, or that the adjustment in operations whereby the assignments in relation to trains 115 and 114 have been transferred entirely to employees home stationed at Melville is a material change within the meaning of article 89 of the collective agreement. For all of these reasons the grievance must be dismissed.

April 11, 2003

(signed) MICHEL G. PICHER
ARBITRATOR