

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 130

Heard at Montreal, Tuesday, November 12th. 1968

Concerning

**CANADIAN PACIFIC RAILWAY COMPANY**

and

**BROTHERHOOD OF RAILROAD TRAINMEN**

### **DISPUTE:**

Failure to agree on a yard crew consisting of one Foreman and one Helper on the 7.30K Rip assignment at Alyth (Calgary). This failure also applies to the 15.30K Rip, 23.30K Rip, 8.00K Hump, and 24.00K Hump assignments at Alyth (Calgary), which are regular Hump assignments the same as the 7.30K Hump assignment.

### **JOINT STATEMENT OF ISSUE:**

Article 9, Clauses (b), (c) and (d) of the Yard Agreement reads:

(b) Should the Company desire to abolish one helper position in any yard or transfer crew on which two helpers are employed in accordance with Clause (a) hereof, the Company shall notify the Local and General Chairman of the Brotherhood in writing of its desire to meet with respect to reaching agreement on a crew consist of one yard foreman and one yard helper. The time and place, which shall be on the Region concerned, for the Company and Brotherhood representatives to meet shall be agreed upon within twenty-one calendar days from the date of such notice and the parties shall meet within thirty calendar days of the date of such notice. It is understood, however, that if the number of cases to be handled at any particular time make the time limits specified herein impractical, on request of either party, the parties shall mutually agree on a practical extension of such time limits.

(c) The determination of whether or not the proposed crew consist reduction shall be made will be limited to and based on maintenance of adequate safety. If the parties do not reach agreement at the meeting referred to in Clause (b) the Company may, by so advising the Local and General Chairman in writing, commence a survey period of five consecutive working days for the yard operations concerned during which Brotherhood Representatives may observe such operations. The survey period shall commence not less than ten and not more than twenty calendar days from the date of the Company's advice with respect to the survey period. The Local and General Chairman shall be advised of the results of the survey.

(d) If, after completion of the survey period, the parties do not agree on the proposed crew consist reduction, the General Manager may by so advising the General Chairman in writing, refer the dispute to the Canadian Railway Office of Arbitration for determination.

Notice was served on the Local and General Chairman of the Brotherhood of Railroad Trainmen by the Company of its desire to implement a two-man yard crew on the 7.30K Rip assignment. A meeting was held in Calgary on March 7th between the Superintendent for the Company and Local Chairman for the Brotherhood at which time no agreement was reached on the proposed crew consist reduction. The survey thereupon required was conducted covering the period April 16th to April 20th, 1968, inclusive with the Local Chairman observing the operation on behalf of the Brotherhood. The Local Chairman also agreed that the survey on this particular

assignment would constitute surveys on the similar assignments at Alyth (Calgary), i.e. 15.30K Rip, 23.30K Rip, 8.00K Hump, 16.00K Hump and 24.00K Hump assignments.

It is the contention of the Company that the survey revealed adequate safety, stipulated in Clause (c) as the determining factor in reducing crew consists, can be maintained on the assignment in question with a crew consist of a yard foreman and one yard helper. The Brotherhood contends that adequate safety can not be maintained on this assignment with a reduced crew consisting of a yard foreman and one yard helper and has declined to agree with the proposed crew consist reduction.

**FOR THE EMPLOYEES:**

**(Sgd.) S. McDONALD**  
GENERAL CHAIRMAN

**FOR THE COMPANY:**

**(Sgd.) R. S. ALLISON**  
GENERAL MANAGER – PACIFIC REGION

There appeared on behalf of the Company:

J. G. Benedetti – Supervisor Personnel & Labour Relations, Vancouver  
D. G. Stewart – Assistant Superintendent, Calgary  
R. W. Stuckert – Acting Assistant Superintendent, Calgary  
M. Stroick – General Yardmaster, Calgary  
J. Ramage – Manager, Labour Relations, Montreal

And on behalf of the Brotherhood:

S. McDonald – General Chairman, Calgary  
P. P. Burke – Local Chairman, Calgary

**AWARD OF THE ARBITRATOR**

In this case the company seeks the reduction of the three-man crew heretofore used on the assignments referred to in the joint statement of issue, to a two-man crew. This appears to be the first occasion on which such a matter has been referred to the Canadian Railway Office of Arbitration, as presently constituted. It was said at the hearing of this matter that a number of other cases had arisen in which the company sought similar reductions in crew. While some guidance may be found in the present case which might assist the parties in considering related cases, it should be pointed out that since this is the first such case to be decided, and since the circumstances of each assignment may vary, clearcut, reliable criteria for the disposition of these cases are not to be expected. Each case may have its unique features, and must be determined on its own merits. It may be that in some cases a view should be taken of the operations in question, although I have not felt the necessity for that in this case. The experience of the parties may indicate otherwise in some cases.

There are before me the survey reports of the persons who conducted the surveys required by article 9 (c). There are no substantial differences between the parties as to the accuracy of these reports, although the parties of course differ as to their significance. The assignment with which I am concerned here performs humping and switching duties, normally within the confines of the company's Alyth Yard. The crew is generally occupied in humping cars from N Yard to O Classification yard, trimming and shoving cars in O Yard, and performing other work in the area. The diesel units are radio equipped, and there are cab control signals used during humping operations. The control panel for the cab control signals is located in the Yard Foreman's shanty at the apex of the hump. The west end of O Yard (the end closes to the hump) is equipped with electric switches for car classification from the hump and all electric switches are controlled by the Yard Foreman in charge of the hump crew. A semaphore signal switch in the Hump Foreman's shanty is operated to display a signal when humping operations are in progress.

During humping operations, the Yard Foreman was positioned in the hump control tower, where he would appear to have been fully occupied controlling the operation. During these operations, at least one of the Yardmen remained in the hump riders' shack, unoccupied. Other operations during the survey period were conducted generally by two crew members. Occasions when three crew members were involved in the control of any particular move were exceptional, and on the material before me I would conclude that such moves could safely have been controlled by two persons. It may be that some movements may be effected more efficiently by a three-man crew' this, of course, is not a critical factor in the determination I must make, as article 9 (c) makes clear.

In the company's submission, attention was drawn to the fact that over 50% of the assignment involved "non-productive" time. While this factor may be considered, I am unable to attribute any decisive significance to it. The question is whether the movements which were made called for the services of all three crew members. I am unable to conclude that this was necessary in the interests of safety. As to this, it is significant that on Monday, April 16, 1968, the two Yardmen, between them, spent over three hours in the hump rider's shack. This is quite apart from their lunch break, and only part of this time was spent while humping operations were taking place. Of much greater significance, however, is the evidence as to the occasions when all three crew members were working simultaneously. It does not appear to me that on such occasions the work could have been performed safely only by all three men working simultaneously. No doubt certain task, such as checking of couplings and brakes would take longer with a reduced crew. This is not in itself a matter of safety.

Having regard to all of the material before me and to the nature and circumstances of this assignment, it is my conclusion that adequate safety can be maintained with a crew consisting of a yard foreman and one yard helper. Accordingly, the company's request is allowed.

**(signed) J. F. W. WEATHERILL**  
**ARBITRATOR**