

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 398

Heard at Montreal, Wednesday, February 14th, 1973

Concerning

ONTARIO NORTHLAND RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Failure to agree on a yard crew consisting of one foreman and one helper for the Cochrane yard assignment.

JOINT STATEMENT OF ISSUE:

Rule 89-A Section 2, Clauses a, b and c of the Collective Agreement read as follows:

- (a) The railway shall notify the General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on a reduced consist of one yard foreman and one yard helper for crews in any class of yard or transfer service. The time and place for the railway and union representatives to meet shall be agreed upon within fifteen calendar days from the date of such notice and the parties shall meet within twenty-one calendar days of the date of such notice.
- (b) The meeting shall be limited to a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction. If the parties do not reach agreement or if the meeting referred to herein does not take place, the railway may, by so advising the General Chairman in writing, commence a survey period of five working days for the yard operations concerned, during which union 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 railway's advice with respect to the survey period.
- (c) If, after completion of the survey period, the parties do not agree that adequate safety can be maintained with the proposed crew consist reduction, the union will, within sixty calendar days of the completion of the survey period, give the company specific reasons in writing why, in their opinion, adequate safety cannot be maintained. The company may, by so advising the General Chairman in writing, refer the dispute or any part thereof to arbitration.

Failure to provide such specific reasons in writing within the time limit contained in this Clause (c) will indicate that the union agrees that adequate safety can be maintained. Such crews shall thereafter be considered "reducible crews", and the proposed reductions in the consist of such crews may be made subject to the conditions set forth in Sections 3 and 4 of this Rule 89-A.

Notice was served upon the General Chairman of the United Transportation Union (T) by the company of its desire to meet with representatives of the union with respect to reaching agreement on a reduced crew consist for the Cochrane yard. A meeting was held on May 18, 1972 between the Superintendent of Train Operations and the General Chairman of the union at which no agreement was reached. The company then served notice on the union that a survey period of five consecutive working days May 29 to June 2, 1972, inclusive, would be conducted. This was done with the General Chairman observing the operation on behalf of the union.

The company contended that the results of the survey supported its view that adequate safety, stipulated in Clause (b) as the determining factor in establishing a crew consist reduction, could be maintained on the assignment with a crew consist of one yard foreman and one yard helper.

The General Chairman of the Union, in a letter dated July 30, 1972 listed specific reasons why, in his opinion, adequate safety could not be maintained with a reduced crew consist on the following tracks:

- Parking lot area opposite the station and wooden walk across tracks to station.
- Path area east of parking lot.
- ONR east transfer.
- National Grocers Spur.
- Loading ramp Island Falls Subdivision.
- Coach tracks (steam tracks)

The General Chairman also claimed that winter conditions would affect safety.

FOR THE EMPLOYEES:

(SGD.) C. G. JOHNSTON
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) E. A. FRITH
GENERAL MANAGER

There appeared on behalf of the Company:

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| D. V. Allen | – Employee Relations Supervisor, North Bay |
| A. Rotondo | – Employee Relations Assistant, North Bay |
| G. T. Nudds | – Assistant Superintendent, Englehart |

And on behalf of the Brotherhood:

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|----------------|-------------------------------|
| C. G. Johnston | – General Chairman, Englehart |
| G. W. McDevitt | – Vice-President, Ottawa |

AWARD OF THE ARBITRATOR

The company seeks the reduction of the three-man crew heretofore used on the assignment in question, to a two-man crew. The issue is whether such reduction in crew size can be maintained with maintenance of adequate safety.

It may be noted that the request in question here is made with respect to “the Cochrane yard assignment”, there being, it seems, only one regular yard assignment at Cochrane, one which, at the material times, was assigned to afternoon and evening work in Cochrane yard.

The union has specified certain reasons why, in their opinion, adequate safety could not be maintained by a reduced crew on this assignment. At the hearing, reference was made as well to certain features of the yard trackage and, although this may not have been strictly in accord with the procedure set out in the collective agreement for these cases, I have considered these references in the course of an overall determination with respect to the assignment.

I shall deal first with the several specific reasons advanced by the union. The first of these related to the presence of a parking area opposite the station from which passengers walked across the tracks to the station. This area is used for patrons travelling to Moosonee on an excursion train. Patrons come in to the lot at a time when the yard crew is not on duty. They leave the lot at a time when no switching is performed in the vicinity. The period of time when patrons would be crossing the track is relatively brief, and any movement in the area could be accompanied by ample protection. The second reason involved the passage of persons who would be trespassers along a path leading to a trailer camp near the company’s property. While care must certainly be taken to prevent injury to anyone, this care is to be exercised by whatever crew is properly assigned to the work, and the crew need not be enlarged beyond what would otherwise be an adequate size, on this account.

The third reason related to sight lines on the ONR East Transfer. Here, length of sight lines may depend on the placing of cars on tracks, and in particular on whether there are cars in the centre lead. Where such is the case, the number of cars which may safely be moved by a reduced crew will be limited. Given such a limitation, however (and it is acknowledged that this may reduce productivity), a reduced crew may safely perform the work.

The third reason related to the placing of cars on the National Grocers Spur. It seems clear that two cars can be handled safely on this track by a reduced crew, and, on an average, less than two cars per week are placed there. There would appear to be no reason why, even given a two-car limitation, the necessary movements could not be efficiently made.

The fourth reason related to the loading ramp on the Island Falls Subdivision. Here, while the necessity of maintaining sight lines would impose certain limitations on the number of cars that could be handled, that number is not exceeded by the actual accommodation of the track. One condition of this is that the engine face north, so that the engineman will be on the right side to receive signals. That is the normal direction of the engine on this movement.

The final specific reason advanced by the union related to the coach tracks. Here again, maintenance of sight lines will depend on the position of cars on adjoining tracks, and the order in which cars are placed on tracks. From a study of the material before me I am satisfied that while there may in some cases be a loss of efficiency in these movements, a reduced crew could carry out the work of the assignment with maintenance of adequate safety.

As to the more general matter of the layout of the yard tracks, I cannot conclude, from the material before me, that, a reduced crew could not carry out its assignment with adequate safety. It may be that there would be a reduction in productivity, but that is a matter the company would have to accept. It was said as well that the yard foreman on this assignment is involved with certain paper work which in other yards is performed by a yardmaster. Of course the foreman cannot be expected to carry out such work at the same time as he is involved in passing signals or otherwise directing train movements. This too will be a factor tending to decrease productivity, but it goes no further than that.

The deployment of the crew in order to make moves safely and efficiently is the responsibility of the yard foreman. He must exercise this responsibility subject to the overriding directives of management, as was set out in **Case No. 266**.

For the reasons set out above, it is my conclusion that the work in question can be performed safely with a reduced crew. It is accordingly my award that the request of the company be granted.

(signed) J. F. W. WEATHERILL
ARBITRATOR