

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 800

Heard at Montreal, Wednesday, December 10, 1980

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Interpretation and application of Letter #53 entitled "Agreement concerning Homesteader's 1973 Run-Through Allowance".

JOINT STATEMENT OF ISSUE:

The "Agreement" in question refers to yard crews not manning "ore and through freight trains to Ross Bay Junction, whose consist make up requires no switching en route".

On August 21st, 1980, Extra 212 North was cleared from Sept-Iles, proceeded to Nicman where CL-440, made up with ore cars stored in that yard, originated and proceeded to Carol Lake, performing no switching en route after departing Nicman.

The Union alleges that Sept-Iles was the initial station and switching had to be performed at Nicman to make up the train.

The Railway maintains that CL-440 was created at Nicman with ore cars stored at that station thus Nicman becomes the initial station. The purpose of the Run-Through was and is to avoid the inefficient use of equipment and manpower occasioned by the Ross Bay Junction interchange.

The Union filed a grievance which was rejected by the Railway.

FOR THE EMPLOYEES:

(SGD.) L. LAVOIE
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) R. L. BEAULIEU
MANAGER - LABOUR RELATIONS

There appeared on behalf of the Company:

J. Bazin	– Counsel, Montreal
R. P. Morris	– Superintendent, Train Movement, Sept-Iles
C. Nobert	– Labour Relations Assistant, Sept-Iles
M. Tardif	– Labour Relations Assistant, Sept-Iles
J. J. Sirois	– Trainmaster, Sept-Iles

And on behalf of the Brotherhood:

L. Lavoie	– General Chairman, Sept-Iles
D. McLean	– Local Chairman, Labrador City

AWARD OF THE ARBITRATOR

The issue in this case is, in substance, whether or not the train in question CL-440 was a through freight train within the meaning of Letter of Understanding No. 53. What is said in **Case No. 799** relating the definition of through freight trains is also material here, although the particular question of application of that definition is quite different.

On the facts in this case as they appear from the Joint Statement, Extra 212 North was certainly a “train” and Sept-Iles was its initial station. That train consisted of four units, a robot and a van. In my view it was not a through freight train. It proceeded to Nicman, a distance of 35.1 miles from Sept-Iles. There, switching was performed, ore cars were picked up, and a train then proceeded to Carol Lake. It is the Company’s contention that this train, CL-440, was a through freight train created at Nicman, and that since there was no switching en route, there was no violation of the Letter of Understanding.

From the material before me and from the facts as set out in the Joint Statement, it would appear that CL-440 was a separate train, made up at Nicman. From Nicman to Carol Lake and through Ross Bay Junction, there was no switching en route. No issue arises here as to any employees rights to man either Extra 212 North or CL-440. Only if CL-440 was not a through freight train would any right of Carol Lake employees arise, and that right, it may be noted, would arise not by virtue of Letter of Understanding No. 53 (which permits the through freight operation), but would arise, it would seem, pursuant to some other general provision of the collective agreement.

Since, in the circumstances set out, it appears that CL-440 was a through freight train originating at Nicman with no switching en route, the operation (which was certainly, in substance, that contemplated for through freight) was within the contemplation of Letter of Understanding No. 53. There was no violation of the collective agreement and the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR