

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1065

Heard at Montreal, Wednesday, April 13th, 1983

Concerning

ALGOMA CENTRAL RAILWAY

and

UNITED TRANSPORTATION UNION

DISPUTE:

Claim of the Organization with respect to the cancellation by the Company of the position of Trackmobile Pilot at the Sault Ste. Marie Car Shops.

JOINT STATEMENT OF ISSUE:

The Company, in response to the continuing decline in rail traffic, the ensuing reduction in the number of cars being shopped for repairs and the handling of the cars, did not require switching by the Trackmobile withdrew the position of Trackmobile Pilot on July 13, 1982.

The Union requested the Company to re-institute the position of Trackmobile Pilot claiming that the company is violating the Understanding in accordance with the letter dated January 27, 1976 in the establishment of Trackmobile position for one Yard Foreman to work hours of 0700 to 1500 Monday to Friday inclusive.

The Union further contends that all compensation be paid in accordance with claims submitted.

The Company contends that the Memorandum of Agreement dated April 5, 1976 followed or emanated from the letter of January 27, 1976, and continues to operate without a Trackmobile Pilot and that there has been no violation of the letter dated January 27, 1976, and the Memorandum of Agreement dated April 5, 1976.

FOR THE UNION:

(SGD.) GLEN WITTY
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) V. E. HUPKA
FOR: VICE-PRESIDENT - RAIL

There appeared on behalf of the Company:

V. E. Hupka – Manager, Industrial Relations, Sault Ste. Marie
N. L. Mills – Superintendent, Transportation, Sault Ste. Marie

And on behalf of the Union:

G. Witty – General Chairman, Sault Ste. Marie
J. Sandie – Vice-President, Sault Ste. Marie

AWARD OF THE ARBITRATOR

The Company did cancel the position of Trackmobile Pilot (held by a Yard Foreman) at its Sault Ste. Marie car shops. It is alleged that this violates a Memorandum of Agreement made on April 5, 1976, and attached to the current Collective agreement. The Memorandum is as follows:

Effective Wednesday, February 4, 1976 a Yard Foreman is to be assigned to the trackmobile while such machine is switching cars on tracks wholly within the locked switch area at the Car Shop at Steelton Yard. This position will be rebulletined periodically at the same time as other yard crew positions are rebulletined.

This locked switch area will be contained within the following locked switches:

North Shop 7
South Shop 7
East C.P. Transfer lead.

No more than four freight cars or more than two passenger cars may be handled at any one time under any circumstances.

In the interests of safety, except when the classification track is full and the crossing blocked, all cars will be pulled into the Car Shop rather than pushed.

During shop working hours the supervision of switching within the locked area and control of unlocking of the switches for yard crew use will remain with Car Shop personnel at all times. Yard crew switching outside of shop working hours will be the responsibility of the Yardmaster.

This agreement calls for the assignment of a Yard Foreman to the trackmobile. It does not, however set out a guarantee of work for a Yard Foreman, except in the circumstances in which the Memorandum applies, that is "while such machine is switching cars on tracks wholly within the locked switch area at the Car Shop". Such switching was done for a number of years, and Yard Foremen were assigned in accordance with the Memorandum.

More recently, however, the volume of traffic has declined, and the number of cars having to be moved into and out of the repair shops has declined. The Company has found that it is not necessary, in such circumstances, to conduct switching operations. It has, accordingly, cancelled the assignment of a Yard Foreman to the work.

The issue before me is not as to the desirability or otherwise of a Yard Foreman's being assigned whenever the trackmobile is operated at the repair shops, or as to efficiency or safety of the moves involved. It is simply as to the application of the Memorandum in the circumstances. In my view, the Memorandum is clear. The requirement of a Yard Foreman exists "while such machine (the trackmobile) is switching". If there is no switching, and the evidence in this case is that there is not, then it is not necessary that a Yard Foreman be assigned.

It is therefore my conclusion that the Company has not violated the Memorandum, and the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR