CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2636

Heard in Montreal, Tuesday, 13 June 1995

concerning

QUEBEC NORTH SHORE & LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION

DISPUTE:

Application of letter of understanding #30.

JOINT STATEMENT OF ISSUE:

The Union contends that the Railway has violated letter of understanding #30 in abolishing one position of coach attendant.

The Railway rejects the grievance and claims that the abolition of a coach attendant does not involve Letter #30. That letter confirms only the practice of obtaining, when necessary, from the ranks of the trainmen, relief for coach attendants on authorized leave for vacation or other reasons.

FOR THE UNION:	FOR THE COMPANY:
(SGD.) B. ARSENAULT	(SGD.) A. BELLIVEAU
GENERAL CHAIRMAN	MANAGER, EMPLOYEE RELATIONS

There appeared on behalf of the Company:

R. Monette	– Counsel, Montreal
A. Belliveau	– Manager, Labour Relations, Sept-Iles
R. Côté	– Labour Relations Specialist, Sept-Iles
M. Lamontagne	– Superintendent Transportation, Customer Service, Sept-Iles

And on behalf of the Union:

R. Cleary	– Counsel, Montreal
B. Arsenault	– General Chairman, Sept-Iles

AWARD OF THE ARBITRATOR
(translation)

The Union claims that the Company violated the terms of Letter #30, which reads as follows:

> **Issue #30: Coach Attendant (T)**
> For the duration of this collective agreement, the Railway agrees to continue its present practice with respect to relief for coach attendant.

It is not disputed that that letter dates from 1969. At that time the work of the coach attendant was performed by a non-unionized employee. The intention of the parties was to agree that in the absence of the attendant, whether due to sickness, vacation or any other reason, the relief work would be assigned to a member of the bargaining unit normally employed as a trainman. When the incumbent of the position, Mr. Leo Levasseur, retired in 1974, the Company replaced him with a trainman on a permanent basis. The evidence establishes that since that time the position was bulletined as a position belonging to the Union until November 18, 1994 when the position was abolished by the Company.

I think it is undeniable that over the years the position in question has become a position within the bargaining unit. That is evident, given the evidence of the bulletins, which show a well established practice and understanding between the parties. The question to be resolved, however, is whether the Company had the right to eliminate the duties of that position, which consists of cleaning the coaches en route and at stopovers, and abolishing it.

The wording of Letter #30 does not contain any commitment on the part of the Employer to the effect that a passenger train crew would include a coach attendant. The only article which deals with the obligatory composition of crews is article 45.01(a) which reads:

> **45.01 a)**
> All trains other than ore service trains, will have at least one (1) conductor and two (2) brakemen. Passenger trains will have at least one (1) conductor and three (3) brakemen if required to handle mail, baggage and express.

In light of these provisions, as well as the history of the position in question, the Arbitrator cannot allow the grievance. Letter #30 deals solely with the relief for the position of coach attendant, and contains no obligation on the part of the Employer to maintain the position for the duration of the agreement. In that respect, Letter #30 is clearly to be distinguished from the guarantee concerning the composition of crews found in article 45.01(a). Even if one accepts that the position of coach attendant has become a unionized position, there in nothing in the collective agreement which removes from the Company the right and discretion to abolish it.

For these reasons the grievance must be dismissed.

June 16, 1995

(signed) MICHEL G. PICHER
ARBITRATOR