

**CANADIAN RAILWAY OFFICE OF ARBITRATION
& DISPUTE RESOLUTION**

CASE NO. 4026

Heard in Montreal, Tuesday, 12 July 2011

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

And

TEAMSTERS CANADA RAIL CONFERENCE

EX PARTE

DISPUTE:

Use of CSA Assignments outside of CSA territory.

UNION'S STATEMENT OF ISSUE:

The TCRC asserts the Company's use of CSA assignments to perform switching at certain locations at Joffre is in violation of collective agreement 1.1, including but not limited to article 14.

The Company disagrees with the Union's position.

FOR THE UNION:

(SGD.) R. LECLERC
GENERAL CHAIRMAN

There appeared on behalf of the Company:

D. Gagné	– Sr. Manager, Labour Relations, Montreal
D. VanCauwenbergh	– Director, Labour Relations, Toronto
A. Daigle	– Manager, Labour Relations, Montreal
D. Laroche	– Manager, Labour Relations, Montreal
J. Parsons	– Trainmaster, Halifax
G. Dunberry	– Superintendent, Quebec Operations, Quebec

There appeared on behalf of the Union:

R. Leclerc	– General Chairman, Shawinigan
C. Smith	– Vice-General Chairman (ret'd)
J-M Hallé	– Vice-General Chairman, Quebec

AWARD OF THE ARBITRATOR

At issue in this grievance is the interpretation and application of article 14.18 of the collective agreement which reads as follows:

14.18 Customer Service Assignments (CSAs) are assignments which perform service within CSA limits as defined in Paragraph 14.21 herein. CSA service is a single class of service which amends Yard and Road Switcher Service at Moncton, Halifax, Saint John, Edmundston and Joffre (east).

The Union alleges that the Company has improperly assigned locomotive engineers in CSA to perform work inside the yard at Joffre, and not strictly east of Joffre, which the Union maintains is the territorial limit on such service.

Article 14.21 deals with CSA limits and provides as follows:

14.21 CSA limits are defined as those limits encompassed within a terminal and, in addition, within a 50 mile radius of the point required to report for duty. Locomotive Engineers ordered to perform service of any type exclusively within these limits will be compensated and governed by the rules applicable to CSA service as contained herein.

The Arbitrator considers it significant that there is no terminal which is designated as Joffre East. While it appears that there may be pools or spareboards with an eastern travel designation, that fact does not, in my view, remove the general application of article 14.21 of the collective agreement insofar as the territorial limits of CSA service is concerned.

In the result, I am satisfied that the Company is correct in its view that employees in CSA service at Joffre can be assigned to perform work within the CSA limits as

defined in article 14.21 of the collective agreement. Accordingly no violation of the collective agreement is disclosed. The grievance must therefore be dismissed.

July 22, 2011

(signed) MICHEL G. PICHER
ARBITRATOR