CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 4151

Heard in Calgary, Tuesday, 13 November 2012

CANADIAN NATIONAL RAILWAY COMPANY

and

TEAMSTERS CANADA RAIL CONFERENCE

EX PARTE

DISPUTE:

Designated cuts performed by conductors of train Q120 upon arrival at Moncton's Gordon Yard.

COMPANY'S STATEMENT OF ISSUE:

It is not disputed that, typically, train Q120 arrives in Moncton blocked as follows: Locomotives, Halifax cars, Moncton cars, Halifax cars, St-John cars, Halifax cars.

Upon arriving at Moncton's Gordon Yard, the crew is required to set the St-John cars on one track and the Moncton cars on another track.

The Union's position is that the presence of Halifax cars between those two blocks forces the crews to go back on their train and that doing so is in violation of articles 7, 11 and 41 of the 4.16 agreement.

The Company disagrees with the Union's position.

FOR THE COMPANY:

(SGD.) A. DAIGLE

FOR: SENIOR VICE-PRESIDENT, EASTERN REGION

There appeared on behalf of the Company:

A. Daigle	– Manager, Labour Relations, Montreal
D. Gagné	– Sr. Manager, Labour Relations, Montreal
K. Morris	– Sr. Manager, Labour Relations, Edmonton
J. Boychuk	– General Manager, WR-Alberta, Edmonton
P. Payne	– Manager, Labour Relations, Edmonton
D. Brodie	– Manager, Labour Relations, Edmonton
D. Crossan	– Manager, Labour Relations, Prince George

There appeared on behalf of the Union:

M. S. Church – Counsel, Toronto
J. R. Robbins – General Chairman, Sarnia
C. Ouellet – Local Chairman, Moncton
B. Boechler – General Chairman (Ret'd), Edmonton
R. Ermet – Vice-General Chairman, TCRC-LE, Edmonton

AWARD OF THE ARBITRATOR

The Union takes issue with the assignment given to crews on train Q120, arriving in extended run service from Edmundston into Moncton. Because the train is comprised of three separate blocks of cars destined for Halifax, and two other blocks of cars destined to Moncton and Saint John, the yarding instructions given to the crew at Gordon Yard required a fair amount of switching to essentially switch out the cars destined for Moncton and Saint John, place them on the appropriate tracks, and then reassemble the Halifax blocks for continuance to Halifax by the next crew. The Union submits that in the circumstances customer service assignment crews should have been deployed to the Moncton Yard to do the switching and placement of the blocks of cars in question. It submits that the work placed upon the crews was excessive, and outside the scope of the volume of work contemplated within both the Conductor Only Agreement and the collective agreement provisions which govern extended runs. It is argued that the tasks assigned go beyond simply doubling over the train or the performance of one or two designated cuts.

The Arbitrator cannot accept the Union's submissions. As indicated by the Company's representatives, the collective agreement expressly addresses the

circumstance which is the subject of this grievance. Article 7 of the collective agreement deals with terminal time. Article 7.9(e) expressly states:

> Upon arrival at the objective terminal, road crews may be required to set off two blocks of cars into two designated tracks.

A review of the facts presented confirms that the assignment which is here grieved corresponds exactly to what is permitted by article 7.9(e). In the example placed before the Arbitrator, the incoming crew was required to set off the Moncton destined block of cars into the Intermodal Pad, P005. They were also required to set off the Saint John destined block of cars into track TH-01. Obviously, to make those moves they needed to perform some dismantling of their train and related switching, separating certain of the Halifax destined blocks of cars, and thereafter reassembling them. In my view, that work was plainly incidental to the instruction to set off no more than two blocks of cars into two designated tracks. That directive was entirely consistent with the prerogative of the Company as expressly preserved in the language of article 7.9(e) of the collective agreement.

In these circumstances no violation of the collective agreement is disclosed. The grievance must therefore be dismissed.

November 19, 2012

SIGNED
MICHEL G. PICHER
ARBITRATOR