CANADIAN RAILWAY OFFICE OF Arbitration

CASE NO. 447

Heard at Montreal, Tuesday, June 11th, 1974

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

The use of an extra yard helper to supplement reduced yard crews at St. Catherines, Ontario.

JOINT STATEMENT OF ISSUE:

Agreement was reached effective April 29, 1973, that yard crews at St. Catherines would be considered reducible. It was understood that, if a reduced crew were required to handle more than two cars at a time on track P34 at General Motors Plant No. 1 with the locomotive engineer on the outside of the curve, an extra yard helper would be supplied.

In such cases, when two successive assignments per day have worked at the plant, the Company has directed the same individual to work as the extra yard helper partly on one assignment and then on the other. A grievance was submitted contending that, when the Company supplies an extra yard helper in these circumstances, he should either remain with the crew in which he started, or be released if no longer required with that crew. If a subsequent crew under the same circumstances requires an extra yard helper, the Union contends that a new man should be provided. The Company declined the grievance. The Union maintains that, in declining the grievance, the Company violated Article 95.

FOR THE EMPLOYEES: FOR THE COMPANY:

(SGD.) G. E. McLELLAN (SGD.) G. H. BLOOMFIELD

ASSISTANT GENERAL CHAIRMAN ASSISTANT Vice-President, LABOUR RELATIONS

There appeared on behalf of the Company:

G. A. Carra – System Labour Relations Officer, Montreal

J. A. Cameron – Labour Relations Assistant, Montreal

M. R. Robinson – Transportation Officer, Montreal

And on behalf of the Brotherhood:

G. E. McLellan – Assistant General Chairman, Toronto

C. G. Reid – Vice-General Chairman, Toronto

K. C. Hillgartner – Secretary, General Committee, Windsor

J. H. Hillier – Local Chairman, Niagara Falls

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AWARD OF THE ARBITRATOR

Article 95, relied upon by the Union, is as follows:

> **95** Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of the crew. Such hours will be relaxed only to the extent provided in Article 93-A(f). So far as it is practicable assignments shall be restricted to eight (8) hours' work.

In cases where an extra person is assigned to a yard crew in order to assist in certain movements which might otherwise be difficult or unsafe, such persons would not properly be considered "regular" members of the crew. Assignment to work with a crew on some particular occasion, or with respect to some particular move, does not require that the person so assigned have the same daily hours as the regular crew members. This proposition is not related to the matter of crew size; the same principles would apply with respect to the assignment of extra help to a three-man, or larger, crew, as with respect to a reduced crew.

Article 93-A(f), referred to in Article 95, deals with relief assignments and is not material to the instant case. The last sentence of Article 95 appears to deal with the assignment of work given to a yard crew as such, although it may be arguable that it restricts in some degree the length of individual daily assignments. In any event, that is not in question in this case, which is not concerned with the overtime rights of the employee involved, but rather with the right of the Company to direct an employee to assist in the work of more than one yard assignment in the course of a day. Article 95 does not restrict that right, its purpose is to ensure that "regular" members of a crew all have the same schedule of hours, generally eight per day. I was not referred to any provision in the agreement which would prevent the Company from augmenting crews from time to time for some particular purpose, or from thereafter using the same personnel to augment another crew or perform some other task.

For the foregoing reasons, I conclude that the use of an extra yard helper in the way described in the Joint Statement of Issue does not in itself constitute a violation of the collective agreement. Accordingly, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL

ARBITRATOR