CANADIAN RAILWAY OFFICE OF ARBITRATION

SUPPLEMENTARY AWARD TO

CASE NO. 2044

Concerning

ALGOMA CENTRAL RAILWAY

And

UNITED TRANSPORTATION UNION

SUPPLEMENTARY AWARD OF THE ARBITRATOR

The Company seeks clarification of the Arbitrator's award herein. The decision dated July 13, 1990, allowed the Company's request to operate a reduced crew consist for the 1500-2300 Yard Shift and Yard Relief Crew for the Steelton Terminal. As indicated in the award, the parties had previously agreed to the use of reduced crews in the Steelton Yard on the 0600-1400 shift. The Union has taken the position that reducible crews can only be utilized on the 1500-2300 Yard and Yard Relief shifts, and on no others. The position of the Company, as reflected in a letter dated July 18, 1990, is that the award establishes that "additional crews may now be considered as 'reducible crews'". Consequently the employer asserts that any crews employed in the Steelton Terminal Yard will be considered as reducible crews.

While the Union has declined to make any submission, and the facts are not without some uncertainty based on the materials before the Arbitrator, the following can be said in respect of **CROA 2044**, taken in conjunction with the terms of Article 70(A) of the parties' Collective Agreement. The award reflects the parties' previous agreement that the 0600-1400 shift may be operated on a reduced crew basis. The same arrangement was extended to the 1500-2300 Yard Shift and Yard Relief Crews, as reflected in the Arbitrator's decision. Article 70(A) of the Collective Agreement is clear that the Company must comply with the procedural requirements contained therein in respect of reaching agreement on a reduced consist for crews in any class of yard and, failing agreement between the parties, the issue may be arbitrated. In my view what has transpired is that the parties have effectively agreed and arbitrated the ability of the Company to operate all yard crews in Steelton Yard working between the hours of 0600 and 2300 on a reduced crew basis. The Union could not, in my view, successfully argue that a crew newly scheduled for 1300-2200 could not operate as a reduced crew. Clearly the parties' prior agreement, and award **CROA 2044** must be read together in a sensible and purposive way.

On the other hand, the prior agreement in respect of the 0600-1400 shift, as well as the arbitral ruling in respect of the 1500-2300 yard shifts do not relate to yard service falling between the hours of 2300 and 0600. It would appear to the Arbitrator that should the Company wish to operate on a reduced crew basis during those hours it must, as contemplated in the Collective Agreement, comply with the requirements of Article 70(A) of the Collective Agreement, and give notice to the Union accordingly. While the Arbitrator should not prejudge the matter, it may assist the parties to appreciate that unless the circumstances are substantially different during those hours, as regards the safety and efficiency of operations, there is little reason to believe that a dispute between the Company and the Union would result in any conclusion substantially different from that reached in **CROA 2044**.

The matter is remitted to the parties.

October 12, 1990

(Sgd.) MICHEL G. PICHER
ARBITRATOR