

Grievance Arbitration
Belpack follow-up Questions
CUTE 1 Submission

DISPUTE:

The application of the Award (Belpack Arbitration) dated March 27, 2000, as it pertains to the entitlement and payment of Maintenance of Basic Rates (MBRs) arising from the implementation of Belpack operations.

JOINT STATEMENT OF ISSUE:

The parties now have practical experience with the implementation of Belpack operations at Prince George and the following questions have arisen for interpretation:

Question 1

Change of card, can an MBR stream disappear simply by not bulletining a yard as Belpack that was previously conventional?

When the last general reassignment came out in February the 2nd relief yard ceased to exist as a conventional yard and became Belpack. Is this a violation of the intent of the award as there was no 30 day notice given and no opportunity to establish the real adverse impacts of said implementation as per the award? (See appendix 1)

Question 2

MBR only lasts for 5 years; when does the “five years” begin?

“MBR for an individual will be applicable for a maximum duration of up to five (5) years from the initial date of displacement.” If a locomotive engineer loses his or her position due to a Belpack stream and his or her MBR protection (insurance) begins for a period of 5 years, if you

subsequently get “streamed” by another Beltpack yard, does your 5 year period of protection (insurance) begin again?

Question 3

Does 10-hours rest include your call time? Restricting you to 8+2?

Question 4

If a locomotive engineer goes on the placeboard, is he or she laying off on your own of his or her own accord and thus forfeiting MBR?

Question 5

If a locomotive engineer can go on the placeboard, is he or she restricted to 10 hours as per Beltpack arbitration or 24 hours as per our collective agreement (in regards to placing)?

Question 6

The award refers to having to bid all higher paying jobs in order to get MBR. Which is considered higher, auxiliary board (with its 60 hour guarantee) or the spareboard (with no guarantee)?

Question 7

Must one land, at the exact time that he or she is displaced as a result of Beltpack implementation, on a position that pays less than his or her basic rate in order for MBR to kick in? If he doesn't, does that disqualify him for MBR for the specific implementation? (Straszak's letter)

Question 8

Locomotive engineers have rules while allow for 24-hours to place in the home zone and 48 hours to place out of the home zone. How would exercising this option affect MBR?

Question 9

Is there a fundamental difference between qualifying for MBR and receiving MBR? (In reference to Paul Straszka's letter dated February 6th 2002 to Dave Veniot states: See appendixes 2 and 3)

4 MAINTENANCE OF BASIC RATES

- 4.1 Employees whose rates of pay are reduced by reason of being displaced as a direct result of the implementation of Beltpack and who have a seniority date on or before October 25, 1999 and shall have MBR established based on a basic weekly rate of pay as defined in Clause 4.2 below.

CUTE 1 is of the opinion that MBR is similar to your car insurance in that you have the protection available for a specific period of time whether you make a claim or not is dependent upon your individual circumstances.

Question 9

Do layoffs constitute a surplus of employees?

The whole issue of material change on behalf of BC Rail was predicated on the belief that there would be no loss of employment. Presently there are 14 Locomotive Engineers on laid off status and this list could grow considerably, some would say by external motives beyond the railway's control. But none the less, there are four engineers' positions eliminated by Beltpack technology that would have existed and thus there is a material change that should be addressed by the company's own admission...

5 EARLY RETIREMENT ALLOWANCE AND/OR SEVERANCE OPPORTUNITIES

- 6.1 The Company does not anticipate that any existing locomotive engineers will lose employment as a direct result of the implementation of Beltpack technology. In the event however, the Company determines there is a surplus of locomotive engineers, it is prepared to offer early retirement and/or severance opportunities within the following principles:

The Union has a further concern about the accuracy of the Railway's prediction that no layoffs will be triggered by the introduction of Beltpack. Its challenge of that prediction occupied the major part of its submission. Its concerns extended across the full spectrum of measures that are routinely addressed between parties when job loss is triggered by a material change. However, there were inadequate facts to support an adjudicative determination with respect to whether Beltpack will or will not result in layoffs. That inadequacy was because the necessary facts can only be found in future events. In those circumstances, reserving jurisdiction is the appropriate recourse.