

**BEFORE AN ARBITRATOR ACTING PURSUANT TO  
THE NEW YORK DOCK CONDITIONS  
ARTICLE I, SECTION 4**

**Don A. Hampton, Arbitrator**



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**In the Matter of:**

**SURFACE TRANSPORTATION BOARD Finance Docket No. 33556**

**CANADIAN NATIONAL RAILWAY, GRAND TRUNK CORPORATION,  
GRAND TRUNK WESTERN RAILROAD COMPANY INCORPORATED –  
CONTROL-ILLINOIS CENTRAL CORPORATION, ILLINOIS CENTRAL  
RAILROAD COMPANY, etc.**

**Dispute Over Transfer of Train Dispatching Work**

229277

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**REPLY TO POST-HEARING SUBMISSIONS OF  
THE AMERICAN TRAIN DISPATCHERS ASSOCIATION AND THE CARRIER**

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**ENTERED  
Office of Proceedings**

**APR 14 2011**

**Part of  
Public Record**

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**REPLY TO POST-HEARING SUBMISSION OF  
THE AMERICAN TRAIN DISPATCHERS ASSOCIATION AND THE CARRIER**

The parties in the above captioned matter convened a hearing on November 10, 2009 for purposes of resolving, through arbitration, a dispute arising from the carrier's decision to transfer employees from a site located in Troy, Michigan to a site located in Homewood, Illinois with the resulting transfer of work, additionally, there was a dispute as to the conditions and circumstances concerning the transfer itself and the benefits available to those transferred employees, and finally, there was discussion as to which collective bargaining agreement those employees should work once the physical transfer has been accomplished, that bargained with the Illinois Central Train Dispatchers Association (ICDTA) or the agreement bargained with the American Train Dispatchers Association (ATDA).

During the course of the hearing on November 10, 2009 the ICDTA made it clear, through a brief statement, that while it had no significant interest in the dispute concerning the transfer of employees between the ATDA and the Carrier, it did have a great deal of concern as to the maintenance of its' autonomy and the terms and conditions of its' collective bargaining agreement.

The Carrier, along with the ATDA, submitted final implementing agreements to each other during the course of negotiations and maintained a dialogue, said dialogue included the input of the ICDTA, none of these discussions or exchanges of agreements resulted in resolution. Subsequently pre-hearing submissions were made on November 10, 2009 which again reinforced the respective positions of the parties concerning the terms and conditions of the transfer of employees and the transfer of work. The ICDTA

did not become involved in the exchange of implementing agreements, nor did the ICDTA make pre-hearing submissions at the November 10, 2009 hearing as a result of very clear communications both with the Carrier and the ATDA that there was no intent to affect either the membership of the ICDTA nor have any impact on the collective bargaining agreement between the ICDTA and the Carrier.

There is currently in effect a collective bargaining agreement between the Illinois Central Railroad Company CN and the Illinois Central Train Dispatchers Association. That agreement was executed on February 2, 2009 at Homewood, Illinois and currently, in Rule 1, covers rail traffic controllers (RTC) positions. The agreement contains economic and non-economic terms and conditions of employment for employees covered thereunder.

A collective bargaining agreement has also been reached between the Grand Trunk Western Railroad, Inc. CN and employees represented by the American Train Dispatchers Association (ATDA). The ATDA represents train dispatchers, which is defined at Article 1, subparagraph A of their agreement, to include Assistant Chief Train Dispatchers, Trick Train Dispatchers, Relief Train Dispatchers, Extra Train Dispatchers, Assistant Train Dispatchers and assigned Utility Dispatchers.

During the course of the hearing conducted November 10, 2009 it was clear that neither party, the Employer nor the ATDA, saw to affect the autonomy of the ICDTA by requiring or even requesting that the employees currently covered by that agreement be represented and included in the agreement between the carrier and the ATDA. The representative of the ICDTA also made it abundantly clear that the ICDTA has no interest in the outcome of this dispute other than to assure the autonomy of the ICDTA and the

continued recognition of the agreement reached between the Carrier and the ICDTA, previously mentioned herein.

It would be the position of the ICDTA that this Arbitrator is without authority to change or modify the relationship between the Carrier and the ICDTA as regards the collective bargaining agreement. That position is based upon the fact that neither party, that is the Carrier nor the ATDA, has made any request in any submission to include the members covered by the ICDTA agreement in any other bargaining unit.

### CONCLUSION

In summary, with due respect to this Arbitrator, it is the position of the ICDTA that any award issued in this matter be limited to the issues and positions raised by the parties and contain no restrictions, requirements or orders upon the members of the ICDTA as regards their collective bargaining relationship with the Carrier.

Respectfully Submitted,

By:

  
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**CERTIFICATE OF MAILING**

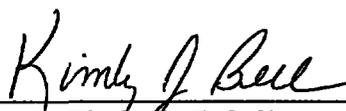
The undersigned certifies that a copy of the foregoing instrument was served upon all parties listed below by regular mail to such parties at their business address as disclosed by the pleadings of record herein, with postage fully prepaid, and by depositing said envelope in a U. S. Post Office Mail Box at 3033 W. Jefferson Street in Joliet, Illinois on the **18th day of December, 2009.**

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