CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1559

Heard at Montreal, Wednesday, September 10, 1986

Concerning

CANADIAN PACIFIC LIMITED (CP RAIL)
(Prairie Region)

and

UNITED TRANSPORTATION UNION

DISPUTE:

Claim of Conductor K. W. Dillabough and crew, Minnedosa, for 50 miles runaround when a pilot was used to move four diesel locomotives and one robot car from Minnedosa to Bredenbury instead of using a full crew.

JOINT STATEMENT OF ISSUE:

On September 10, 1985, a train was operated between Minnedosa and Bredenbury consisting of 4 units and a robot car with an Engineer and Conductor Pilot only.

The Union contends that the robot car is unnecessary for the operation of the light engine, does not form part of the engine, and a full crew must be employed in accordance with the provisions of Article 9.

The Company contends that in a case such as this, the robot car, whether working or dead, forms part of the engines running light and in accordance with the provisions of Article 28 may be operated with a Conductor Pilot and Engineer only.

FOR THE UNION:

(SGD.) J. H. McLEOD
General Chairman

FOR THE COMPANY:

(SGD.) D. A. LYPKA
FOR: General Manager,
Operation and Maintenance

There appeared on behalf of the Company:

D. A. Lypka - Supervisor, Labour Relations, CPR, Winnipeg

B. P. Scott - Labour Relations Officer, CPR, Montreal

G. W. McBurney - Asst. Supervisor, Labour Relations, CPR, Winnipeg

And on behalf of the Union:

J. H. McLeod - General Chairman, UTU, Calgary

P. P. Burke - Vice-President, UTU, Calgary

AWARD OF THE ARBITRATOR

In recent years, the handling of heavier train tonnages has brought about the use of mid-train locomotives for supplementary power. When these mid-train "slave units" are used, they are linked, for communication purposes, to the head-end locomotive by means of a robot car. When the engineer in the head-end or master unit handles the throttle or air brake, the robot unit serves to transmit electronic impulses to the slave units, causing them to carry out the corresponding power or braking action, or an alternate adjusted action, as necessary. The robot unit can be located in a car, sometimes a converted boxcar, carrying the electronic computer and communications equipment necessary to allow the mid-train locomotive to be controlled from the front-end unit.

The issue is whether a group of locomotives are "running light" for the purposes of the collective agreement when they travel couple with nothing more than a robot car. Article 28 of the collective agreement provides for the manning of engines running light by a conductor/pilot. The Union contends that the coupling of a robot car with a consist of locomotive constitutes a train which, pursuant to Article 9 of the collective agreement is to be manned by a full crew.

It is common ground that the Company makes use of robot car travelling eastward from Brendenbury to Minnedosa because of the relatively steep ascending gradient in that location. The route in question is critical to the Company's operations transporting potash from Saskatchewan and grain from northern Saskatchewan and northwestern Manitoba. Beyond Minnedosa, because of the flatness of the land, it is not necessary to make any further use of a mid-train locomotive unit with a robot. As a result, it becomes necessary to return the surplus motive power from Minnedosa to Brendenbury, where it can be used again to assist in the uphill climb.

The Union maintains that the robot car, consisting as it does of a battery of radio and computer equipment, is entirely without motive power and can therefore not be considered part of a locomotive running light. It argues that the robot car is to be viewed as no different from any other boxcar, tank car or flat car, the movement of which would require the use of a full train crew. The Company submits that the robot car is intrinsic to the function of the locomotive and as such constitutes motive power equipment. It submits that the robot car is, in this respect, analogous to the coal tender which was always attached, without controversy to the steam locomotive running light. It further points to an understanding reached between the parties in 1926, reflected in an exchange of correspondence between the General Manager of the Company and the General Chairmen of the Union's predecessor organizations. In that case the Union's initial object to a locomotive running over the road with three water cars attached without a train crew was removed where the water cars were being used for scalding weeds on the road bed, and the procedure was viewed by the Union as experimental.

In the Arbitrator's view, the water-car precedent is of limited value in resolving the instant grievance. The issue of whether the robot car is substantially dedicated to motive power is better clarified by the analogy of the coal tender. The tender, like the robot car, could be uncoupled from the locomotive, albeit that was a rare occurrence. In the days of steam the tender was intrinsic to the furnishing and control of motive power within the locomotive. In my view the same is no less true of the robot car whose sole function is to transmit motive directions to a diesel locomotive. The Union's position is understandable, given that the robot equipment is housed in what to all outward appearances is a boxcar. However, the sole function of the robot unit is to permit the coordination of motive power. In that sense it is better characterized as intrinsic to, or an extension of, the locomotive system. In these circumstances the Arbitrator finds more compelling the position of the Company, and concludes that a consist of locomotives coupled with one or more robot cars must be characterized as "engines running light" within the meaning of Article 28 of the collective agreement. For these reasons the grievance must be dismissed.

MICHEL G. PICHER,
ARBITRATOR.