

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2541

Heard in Montreal, Wednesday, 10 November 1994

concerning

VIA RAIL CANADA INC.

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
(CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT & GENERAL WORKERS)**

DISPUTE:

An alleged violation of articles 2.4, 3.1 and 12.1 of Collective Agreement No. 1.

JOINT STATEMENT OF ISSUE:

On April 14, 1992, the Corporation issued an Article 8 notice advising the Brotherhood of the abolition of 11 positions of Crew Dispatchers and the possibility of 10 incumbents being adversely affected (M. Martin, M. Zuzanski, E. Diliello, J. Paré, M. Hopkins, M.C. Trottier, D. Girouard, C. Steinberger, J. McCrindle and J.F. Robillard).

The Brotherhood contends that the duties previously assigned by the Crew Dispatchers are now being performed by non-scheduled employees. The Brotherhood requests that the work be returned to the bargaining unit, and that the adversely affected employees be compensated for lost wages and benefits suffered as a result of the abolishment of the Crew Dispatcher positions.

The Corporation denies any violation of the collective agreement. The Corporation maintains that the majority of the work previously performed by Crew Dispatchers no longer exists due to automation, and that the employees affected by this T.O.&O. change were afforded the protection of the Supplemental Agreement.

The Corporation declined the request to reestablish the positions.

FOR THE BROTHERHOOD:

(SGD.) T. N. STOL
NATIONAL VICE-PRESIDENT, CBRT&GW

FOR THE CORPORATION:

(SGD.) C. C. MUGGERIDGE
DEPARTMENT DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Corporation:

C. Pollock	– Senior Officer, Labour Relations, HQ, Montreal
F. Hébert	– Manager, Crew Management Centre, HQ, Montreal
B. Woods	– Department Director, Operations, HQ, Montreal

And on behalf of the Union:

A. S. Wepruk	– National Coordinator, CAW, Montreal
A. Bordeleau	– Union Representative, Montreal
R. Massé	– Union Representative, Montreal
J. McCrindle	– Witness
J. Croteau	– Witness
M. Gauthier	– Witness

AWARD OF THE ARBITRATOR

The Union alleges that the Company has abolished the position of Crew Dispatcher while effectively transferring the core functions of that classification to persons occupying a new supervisory position of Crew Control Officer. It submits that crew control officers now perform functions that involve little else but the previous duties of crew dispatchers, and that the Corporation has effectively assigned work properly belonging to the bargaining unit outside the bargaining unit's ranks, contrary to the principles expressed in **CROA 2169**. The Union relies, in part, on the following comment in that case:

By the same token, however, this Office has consistently expressed the view, reflected in the arbitration awards cited above, that it is not open to the Corporation to disregard the collective agreement by effectively assigning all of the work of a position established within the collective agreement to a non-bargaining unit employee or to a member of management.

The Corporation submits that a new computerized crewing system, referred to as the System Crew Assignment and Tracking System (SCAT) has taken over some sixty percent of the duties previously performed by Crew Dispatchers in respect of the manual preparation of various forms of documentation. The Corporation maintains that the SCAT system, operated in tandem with a new automated telephone crewing system (TALX) has eliminated the greatest part of the core functions of the crew dispatchers' jobs.

The evidence advanced by the Corporation is persuasive in support of its position. The evidence discloses that the SCAT system generates printout documents which are the equivalent of what were formerly manually prepared crew sheets. Also, lists and documents in relation to such functions as payroll sheets, temporary vacancies, emergency lists and mileage reports, previously prepared by crew dispatchers, are now done automatically by the computer system. The involvement of the crew control officer with respect to the retrieval of information, such as the determination of the appropriate employee to be assigned, is reduced to a relatively simple key stroke inquiry. Further, in some circumstances, the officers can be involved in programming data into the system, a function which was not previously performed by crew dispatchers. The evidence before the Arbitrator establishes that much of the documentation previously maintained by crew dispatchers is no longer utilized since the inception of SCAT. Further, clerical functions performed by crew dispatchers have now been dispersed to other bargaining unit employees. Functions such as updating seniority numbers, mileage reports, vacation requests, opening new employee files, obtaining information from employees to update medicals and rules, the transfer of employees to and from CN and future book-offs for retiring employees have all been redirected to either an administration clerk, or a correspondence clerk, holding positions within the bargaining unit.

It is true, as the Union alleges, that employees who call to inquire as to their status, and who wish to by-pass the automated telephone TALX system do speak with a crew control officer, rather than a crew dispatcher, as was previously the case. Similarly, when employees are called for spare service, the call is now made by the officer rather than a crew dispatcher. With due allowance for that overlap in functions, however, the evidence does not disclose that the crew control officers essentially perform the same duties and responsibilities previously assigned to crew dispatchers. As confirmed in the evidence, most of those functions have simply ceased to exist, have been automated or have been redirected to other bargaining unit employees. This is not a case, therefore, where the Arbitrator can find, on the balance of probabilities, that the persons occupying the newly established position of crew control officer can be said to be primarily occupied with performing the core functions of the crew dispatcher.

The telephone contact work carried out by the crew control officers is, on the evidence before me, relatively peripheral to their overall function. The unchallenged evidence of the Corporation's witness, Crew Management Centre Manager F. Hébert is that, on average, the Crew Office receives no more than 0.57 telephone calls per hour incoming, and makes no more than 1.74 outgoing calls per hour, since the inception of the SCAT and TALX systems. For the reasons noted above, the Arbitrator is also satisfied that the computer inquiry and programming functions of the crew control officers are also a relatively minor, albeit important, aspect of their work. The reality disclosed in the evidence is that a substantial amount of the clerical and recording functions previously performed by crew dispatchers, as well as the functions which they performed in respect of applying guidelines and the terms of collective agreements for the proper assignment of employees are now fully automated and performed by the SCAT system. In the result, the evidence discloses a true technological, operational and organizational change resulting in the elimination of the crew dispatcher positions. Moreover, the evidence confirms that the crew control officers continue to exercise managerial functions previously exercised by supervisors, in respect of making

discretionary decisions in the administration of the crewing system. The overlap between the former functions of the crew dispatchers and the present duties and responsibilities of the crew control officers is relatively minor, even though the computer system and the officers who utilize it are able to discharge many of the functions previously done manually, and under a less sophisticated computer system, by the crew dispatch clerks.

The Arbitrator must agree with the representatives of the Corporation that the principles which apply in the case at hand are not substantially different from those canvassed in **CROA 2237**. The case is also similar to **CROA 2191** which concerned the elimination of locomotive engineers' jobs by the introduction of automated locomotives in yard service and the use of a remote control "belt pack" operated by a yard employee stationed on the ground. In that case the following comments were made, following an analysis of prior cases.

In the Arbitrator's view the foregoing remarks are apposite to the facts at hand. The yard operations employee does not, in my view, truly operate or handle the locomotive. He or she does not perform the functions traditionally assigned to a locomotive engineer. Those functions are automated and are now performed by the microprocessor unit upon commands initiated by the yard operations employee through the belt pack. While the analogy may not be perfect, it seems to the Arbitrator that the yard operations employee using the belt pack is no more responsible for the work of a locomotive engineer than a person who now makes a directly dialed long distance call on a digital telephone can be said to be performing the tasks of a long distance telephone operator. It is in fact an automated system which has taken over the core functions of the job which was abolished.

In the case at hand, I am satisfied that the core functions of the crew dispatcher's position have been automated, and not reassigned to management, and that the peripheral functions of the crew dispatchers which are performed by crew control officers are not sufficient to bring them within the bargaining unit.

In the result, the material before the Arbitrator does not establish violations of articles 2.4, 3.1 and 12.1 of the collective agreement by the Corporation by the issuing of the Article 8 notice abolishing the eleven crew dispatcher positions at Montreal. For these reasons the grievance must be dismissed.

November 11, 1992

(signed) MICHEL G. PICHER
ARBITRATOR