CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 486

Heard at Montreal, Tuesday, December 10 th,1974

Concerning

CANADlAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

DISPUTE:

The Brotherhood alleges that in docking two employees 15 minutes for punching in late the Company has violated Articles 24.1 and 24.5 of Agreement 5.1. The Company denies that its action is in violaticn of the provisions of the Agreement.

JOlNT STATEMENT OF ISSUE.

On January 1, 1974 the Company implemented the use of time clock in its Stores Department in Moncton following earlier advice to the Brotherhood in writing and prior notices posted for the information of the employees. Subsequently on January 31, Mr. E. Melanson and on February 18, Mr. E.J. Gagnon reported late for work.

Under the terms of the Company's clock punching procedures set forth in the notices to the Brotherhood and to the employees, an employee who reports late for work will have his time deducted in 15 minute increments and he is not expected to report for duty until after the 15 minute unpaid period has expired. The Brotherhood alleges that when Messrs. Melanson and Gagnon reported late and the Company's time recording procedures were applied that the Company violated Article 24.1 by allegedly disciplining the employees without investigation and also violated Article 24.5 alleging that the employees were unjustly dealt with.

The Company denied these allegations and the grievances were processed through the various steps of the grievance procedure and ultimately to arbitration.

FOR THE EMPLOYEES:

(SGD.) J. A. PELLETlER
NATIONAL VICE-PRESIDENT

FOR THE COMPANY:

(SGD.) S. T. COOKE
ASSISTANT
VICE-PRESIDENT
LABOUR RELATIONS

There appeared on behalf of the Company..

P. A. McDiarmid	System Labour Relations Officer, C.N.R., Montreal
L. D. Collard	Asst. to Vice-Pres., Purchases & Stores, CNR, Montreal
C. F. Hamlyn	Employee Relations Supervisor, Purchasing & Stores, C.N.R., Montreal

And on behalf of the Brotherhood:

L. K. Abbott	Regional Vice President, C.B.R.T., Moncton

AWARD OF THE ARBITRATOR

The institution of time clocks as a method of recording employees arrival and departure times is not, in the absence of some provision in the collective agreement, improper. What is really in question in this case is the Company's policy of refusing to permit employees who arrive for work late to commence work (and thus to be paid) until the beginning of the quarter-hour next following their punching in.

The effect of this policy is that an employee who arrives late may be deprived of earning opportunity (in inverse proportion, it may be noted, to the degree of his lateness). The loss of earning opportunity has of course some of the aspects of a disciplinary measure. It is not regarded by the Company as such, it seems, and does not necessarily form any part of an employee's record. Persistent or extreme lateness might well be the subject of express disciplinary measures, but that is another matter.

As far as this case is concerned, the reasons for the grievors lateness on the days in question are immaterial. The Company's policy applies regardless of the reason for lateness and independently of any consideration that might arise in a discipline matter. Now if the application of this policy is indeed a disciplinary matter in every case, then it is clear that in these cases the provisions of Article 24, dealing with discipline and grievance procedure, have not been complied with, and the grievance would be allowed. If these are not discipline cases, however, and if the Company's policy was not a violation of the collective agreement, then the grievances would be dismissed.

In Case No. 262, it was held that the deduction of time from time payable in fifteen-minute increments related to time late in reporting for duty constituted the imposition of a penalty without investigation. Under that system, employees who reported late and then commenced work were, in effect, fined, in that they were deprived of payment for work performed. ln the same case, it was held that where, after proper notice, employees who reported late were not permitted to commence work until the quarter-hour next following their arrival, and were not paid during any waiting period, there was no improper discipline, but rather a form of schedule amendment, related to the employee's own arrival at work.

The second holding in that case is put in question here. I am not persuaded that that decision was wrong. It is true that there could,

in some circumstances, be a difficult line to draw between what is proper schedule adjustment on the one hand and improper discipline on the other. If the Company were, for example, to promulgate a rule that an employee arriving late would not be permitted to work for, say, several hours or even days or any other protracted period of time, then it might well be that the real character of that rule would be disciplinary. This would depend upon a condition of all of the circumstances including the nature of the operation involved.

ln the instant case, whatever may be said as to the desirability or otherwise of a time-clock system, I think it cannot be said that computation of pay in fifteen-minute units is unreasonable. It is possible to distinguish between discipline on the one hand and reasonable wage administration on the other, and the instant case, like Case No. 262 is, in my view, a case of the alteration (within reasonable limits) of employees' schedules by reason of their own lateness, whether blameworthy or not. lt is not, in these circumstances, a disciplinary matter.

lt should be added that I see no violation of Article 4.5 (not referred to in the Dispute), which provides for eight hours' payment to regularly assigned employees who report for duty on their regular assignments Entitlement to the full benefit of this provision, in my view, contemplates timely reporting by the employees concerned. Clearly, there has been no change of the expected starting time, and no violation of Article 4.7.

For the foregoing reasons, the grievance is dismissed.

J. F. W. WEATHERILL
ARBITRATOR