

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 617

Heard at Montreal, Wednesday, June 15, 1977

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Dead-head tickets on work resumption following an illegal work stoppage by members of the United Transportation Union.

JOINT STATEMENT OF ISSUE:

Following the injunction that was issued because of an illegal work stoppage, the employees were asked to return to their work place which they had left without authorization. The Union claims that these employees should be paid for dead-heading in accordance with Article 27.01.

The Railway maintains that these employees are not entitled to pay for dead-heading to return to their work place following their illegal strike. The grievance was denied.

FOR THE EMPLOYEES:

(Sgd.) G. Robichaud
Vice-Chairman

FOR THE COMPANY:

(Sgd.) F. Leblanc
Superintendent
Labour Relations

There appeared on behalf of the Company:

J. Bazin	Counsel, Montreal
G. A. Dolliver	Superintendent, Train Movement, QNS&L Rly, Sept-Iles
J. Y. Tardif	Assistant-Labour Relations, QNS&L Rly., Sept-Iles
C. Nobert	Assistant-Labour Relations, QNS&L Rly., Sept-Iles

And on behalf of the Brotherhood:

R. Cleary	Counsel, Montreal
G. Robichaud	Vice-Chairman, U.T.U.(T) - Sept-Iles, Que.

AWARD OF THE ARBITRATOR

Article 27.01 provides as follows:

"27.01 Trainmen ordered to deadhead will be paid under the basic day rule at the rate paid crew handling the train upon which called to deadhead, if deadheading by train."

If the grievors were in fact "ordered to deadhead" then they would be entitled to payment in accordance with this provision. The issue is, however, whether these employees were, in the circumstances, in fact ordered to deadhead within the meaning of article 27.01.

The movements in question were from Sept-Iles to various points on the line where the grievors could pick up their trains, or begin service. These were not necessarily the points at which they had left their trains or service, but I think it is not open to the grievors, who had left their trains or service improperly, to make an issue of that.

The grievors were directed, under the authority of an injunction, to return to work. They should, indeed, have been at work and cannot, by reason of their own improper action, impose an obligation of payment on the company. The claim clearly has less merit than the one which was advanced in C.R.O.A. Case No. 534, where employees sought to be paid for deadheading in respect of travel to and from their homes in Toronto and Belleville during their assignments' lay-over in Montreal.

In the instant case the grievors were required to be at work. Given their improper absence from work, they had to deadhead to the appropriate site, but this is not to say that they were "ordered to deadhead" within the meaning of article 27.01, or that the employer was obliged to pay them in respect of the travel which their own improper act had made necessary.

For the foregoing reasons the grievance is dismissed.

J.F.W. WEATHERILL
ARBITRATOR