

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 658

Heard at Montreal, Tuesday, May 9th, 1978

Concerning

BRITISH COLUMBIA RAILWAY

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT  
HANDLERS,

EXPRESS AND STATION EMPLOYEES-SYSTEM DIVISION 135

DISPUTE:

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Refusal by the Company to pay Operator K.D. Flanagan for travelling  
time.

JOINT STATEMENT OF ISSUE:

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1. Mr. K.D. Flanagan was a relief Operator who while working at Lillooet, B.C. took sick, travelled to his home at Prince George, B.C. and before returning to his relief at Lillooet was instructed by the Company to commence relief work at Prince George, B.C.
2. The Union has requested payment for a days travelling Lillooet to Prince George.
3. The Railway has refused payment.

FOR THE EMPLOYEE:

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(SGD.) T.B. GOODWIN  
GENERAL CHAIRMAN

FOR THE COMPANY:

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(SGD.) T. TEICHMAN  
MANAGER - LABOUR RELATIONS

There appeared on behalf of the Company:

T. Teichman - Manager Labour Relations, B.C. Rly., Vancouver  
H. Collins - Supervisor, Labour Relations, B.C. Rly.,  
Vancouver

And on behalf of the Brotherhood:

T. B. Goodwin - General Chairman, B.R.A.C., Edmonton

AWARD OF THE ARBITRATOR

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In its presentation of this matter the Company noted that the grievor had not in fact submitted a claim for travel in this case. Since the Company had already indicated that such claim should not be paid, actual filing of the claim is a mere formality, and the occasion arose for the filing of a grievance over the refusal of payment.

The question is whether in the circumstances the grievor was entitled to be paid for travel from Lillooet to Prince George. On the occasion when the grievor did actually travel from Lillooet to Prince George, he did so because he had booked sick and was returning to his home. He did not complete his relief at Lillooet. Of course he is not to be blamed for that, but there was then no occasion for the Company to pay him for that travel time.

In my view, the situation was not changed the following week when the grievor, who was already at Prince George, was instructed to commence work there. This instruction did not alter facts which had already occurred. When the grievor returned from Lillooet to Prince George he was not, at that time, travelling from one assignment to another.

The Union relies on Article 20 (c), second paragraph, which is as follows:

"A spare telegrapher performing a continuous series of reliefs without loss of time, except that necessitated in travelling from one point to another, will be paid not less than a day's pay for each calendar day from commencement of work on the first relief until completion of work on the last relief, except on the regularly assigned rest days of the telegrapher being relieved. The rate of pay of the position to which he is travelling will apply on a day on which he performs no service other than travelling. Compensation will not be allowed from time occupied in travelling from headquarters to first relief, or from last relief to headquarters."

The grievor was, it appears, performing a continuous series of reliefs, but did not do so "without loss of time". He was not travelling to a position on the day that he returned to his headquarters. It may be thought that, as matters turned out, he was really travelling from his last relief to his headquarters (in which case it would be clear he would not be paid), but the Company does not rely on that provision in the last sentence of the above provision. Rather, the situation is simply that there was no general entitlement for the grievor to be paid for travel time when returning to his headquarters due to sickness. Accordingly, the grievance must be denied.

J. F. W. WEATHERILL  
ARBITRATOR