

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1024

Heard at Montreal, Tuesday, January 11th, 1983

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claim of Locomotive Engineer E. Sawula of Biggar, Saskatchewan for preparatory and inspection time while deadheading on January 22, 1982.

JOINT STATEMENT OF ISSUE:

Locomotive Engineer Sawula deadheaded from Watrous to Biggar on Freight Train No. 217 on January 22, 1982.

The Brotherhood contends that Locomotive Engineer Sawula performed duties listed in Addendum No. 31 of Agreement 1.2, and is therefore entitled to payment of 15" preparatory time and 15" inspection time, under Articles 4 and 5.

The Company declined the appeal.

FOR THE EMPLOYEES:

(SGD.) A. JOHN BALL
General Chairman

FOR THE COMPANY:

(SGD.) G. E. MORGAN
Director Labour Relations

There appeared on behalf of the Company:

M. Delgreco	- Senior Manager Labour Relations, CNR, Montreal
M. Healey	- System Labour Relations Officer, CNR, Montreal
J. A. Sebesta	- Coordinator Transportation - Special Projects, CNR, Montreal
L. G. Finnerty	- System Master Mechanic, CNR, Montreal

And on behalf of the Brotherhood:

A. John Ball - General Chairman, BLE, Regina

AWARD OF THE ARBITRATOR

Addendum No. 31 to the Collective Agreement sets out "Duties of Locomotive Engineers During Preparatory and Inspection Time". There are set out many duties, according to the circumstances in which an engineer takes or relinquishes charge of an engine. Section A of the Addendum sets out certain general considerations; section B

delineates duties to be performed in "Preparatory Time" and "Final Inspection Time"; and section C delineates duties "other than those delineated in section B" In the instant case, the grievor claims entitlement to the payments for Preparatory Time provided for in Article 4 of the Collective Agreement and for Inspection Time, provided for in Article 5.

It would seem that the grievor did perform certain of the functions delineated in Addendum 31, in particular those relating to signing the register. He did not actually perform any work relating to the operation of an engine. He was deadheading, and while he may be considered to have been on duty, he was not "in service". Payment for deadheading is expressly provided for in Article 67. In the instant case the grievor's deadheading was not "coupled with service". Payment was therefore made pursuant to Article 67.2, which is as follows:

"67.2 Deadheading paid separately from service will be computed on the basis of miles or hours whichever is the greater, with a minimum of 100 miles, overtime pro rata, at the minimum rate applicable to the train on which the locomotive engineer travels."

The actual miles run were 117, and the grievor was entitled to payment on that basis. In this grievance the grievor claims fifteen minutes or three miles preparatory time and fifteen minutes or three miles final inspection time, under Articles 4 and 5.

Articles 4 and 5 apply to employees in Road Service. The grievor was not in road service, or at least not performing road service during the trip in question. He was deadheading, and payment therefor is expressly provided for by Article 67, a provision of general application.

Thus, neither Article 4 nor Article 5 applies in the instant case. In any event, the duties delineated in Addendum 31 are, expressly stated to be those "required of locomotive engineers when taking charge of or before leaving an engine". The many duties which may be required at such times may include signing an appearance sheet or a register. The fact of signing an appearance sheet or register, while it may be indicative of an employee being on duty, does not by itself mean that the employee is in service, or is taking charge of or leaving an engine. The grievor was, as has been noted, not "in service", and whatever duties he performed in connection with his deadhead travel were not within the scope of what is contemplated by Addendum 31.

There is no foundation for the claim and the grievance is dismissed.

J. F. W. WEATHERILL,
ARBITRATOR.