

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1915

Heard at Montreal, Thursday, 13 April 1989

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

EX PARTE

DISPUTE:

Claim for unpaid wages and travel time on behalf of Messrs. W. R. Johnson, A. A. Paulson, G. precosy and R. Shaw, Bridges & Structures Gang No. 93 employees.

BROTHERHOOD'S STATEMENT OF ISSUE:

At approximately 2300 hours on Sunday, 23 February 1986, the above-mentioned employees assembled at Sioux Lookout to service, fuel, safety-inspect and load the motor car outside of their regularly assigned hours on instructions from their supervisor in order to report for work at Robinson at 0800 hours on Monday, 24 February 1986.

The Brotherhood contends that because the employees were following the orders of a Company supervisor and due to the fact that they were delayed in reporting to their work site as their line-up did not allow them to travel continuously because of train movement, Mr. A.A. Paulson should be paid 4 hours at time and one-half in accordance with Article 11.10 of Agreement 10.1 and that Messrs. W.R. Johnson, G. Precosky and R. Shaw be paid 4 hours at time and one-half in accordance with Articles 11.6 and 11.10 of Agreement 10.1.

The Company disagrees with the Brotherhood's contention.

FOR THE BROTHERHOOD:

(SGD) G. SCHNEIDER

System Federation General Chairman

There appeared on behalf of the Company:

A. Watson	- Labour Relations Assistant, Montreal
T. D. Ferens	- Manager, Labour Relations, Montreal
G. Blundell	- Labour Relations Officer, Montreal
M. M. Boyle	- Labour Relations Officer, Montreal
N. Dionne	- Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

R. Liberty - Secretary/Treasurer and General Chairman,

Winnipeg

AWARD OF THE ARBITRATOR

The material establishes that the travel undertaken by the grievors in the case at hand was entirely voluntary, being for the purpose of returning to their homes during the off-duty weekend. Articles 11.6 and 11.10 of the Collective Agreement are as follows:

11.6 In the event employees are required to perform work outside of their regular assigned work hours while travelling to the work location, they shall be paid overtime rates for all time so engaged.

11.10 Employees' time spent travelling on track motor cars or Company-operated vehicles outside of assigned hours shall be paid at the time and one-half rate except:

while travelling as passengers in a bus, truck cab, crew compartment of a highway vehicle, or in other similar suitable equipment provided for the carrying of passengers, when payment will be made at the straight time rate.

The Arbitrator is satisfied that the foregoing provisions address the circumstance of an employee who is either required to perform work or required to travel at the instance of the Company. As reflected in CROA 1783, circumstances in Northern Ontario, where work locations are isolated, may require the Company to provide special opportunities of transportation for employees to and from their homes. As a general matter, however, employees are not paid wages for travelling between their homes and their assigned place of work where field living accommodations are provided to them.

For these reasons the grievance must be dismissed.

April 14, 1989

(Sgd.) MICHEL G. PICHER
ARBITRATOR