

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2094

Heard at Montreal, Tuesday, 8 January 1991

concerning

CANPAR
(CP EXPRESS & TRANSPORT)

and

TRANSPORTATION COMMUNICATIONS UNION

DISPUTE:

The interpretation of Article 8.8 of the Collective Agreement regarding the granting of coffee breaks to employees.

JOINT STATEMENT OF ISSUE:

As a result of contract negotiations between TCU and CanPar, Article 8 of the Collective Agreement was amended to include "two fifteen minute coffee breaks in each eight hour shift without loss of pay." The Union contends that the intent of this Article was to grant breaks during the hours of work of every employee, separate from their meal period, and without regard for the total number of hours worked in their day. The Union further contends that the intent was to have the employee take their first "coffee break" in the middle of the first half of their day, have their meal period at the middle of their day, which is accepted as being after four (4) hours, and then have their second "coffee break" in the middle of their second or last part of their day. The Union contends that to get their paid break, as shown in the Collective Agreement, the employee must take the break during the working hours and not have to wait to the end of four hours or the end of eight hours to qualify.

The Company contends that the Article is specific and there is no reference to part-time hours or a break after 2 hours. The Company further contends that if an employee works four hours, but less than eight hours, they would get one paid break. They then contend that if the employee works eight (8) hours they would get a second paid break.

The relief requested is that the employees be granted a paid coffee break after two (2) hours of work, a meal period after the next two (2) hours of work, and a second paid coffee break in the middle of the last part of their day.

FOR THE UNION:

(SGD.) J. J. BOYCE
SYSTEM GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) P. D. MacLEOD
DIRECTOR, HUMAN RESOURCES

There appeared on behalf of the Company:

P. D. MacLeod
G. Savoie

-- Director, Linehaul & Safety, Toronto
-- Observer

And on behalf of the Union:

J. Crabb

-- General Secretary/Treasurer, Toronto

AWARD OF THE ARBITRATOR

Having regard to the agreement of the parties the Arbitrator declares that the Company is required to grant a paid coffee break after approximately two hours of work, or at or about the mid-point of the first half an employee's tour of duty, and a second coffee break after six hours of work where the tour of duty is in excess of six hours.

January 11, 1991

(Sgd.) MICHEL G. PICHER
ARBITRATOR