

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 299

Heard at Montreal, Tuesday, September 14th, 1971

Concerning

CANADIAN PACIFIC RAILWAY COMPANY (CP TRANSPORT)

and

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

DISPUTE:

Claim of mileage-rated drivers at Winnipeg and Saskatoon for the payment of 15 minutes at the "work time" rate for each day they are required to add fuel and/or oil to their assigned tractors.

JOINT STATEMENT OF ISSUE:

The Union contends that the fueling and oiling of tractors are not normal preparatory duties to be performed by mileage-rated drivers because these duties are amongst those of a Serviceman, as shown in Article 26.2.5 reading, in part, as follows:

Serviceman Duties: Washing, greasing, filling fuel tanks, testing and filling oil, tires, batteries, and general garage work other than repairs.

The Company contends that the fueling and oiling of tractors are normal preparatory duties of a mileage-rated driver as outlined in Article H26.1.3 reading, in part, as follows:

Terminal delay is exclusive of time spent performing such normal duties as inspecting and servicing units, picking up running orders, bills and any other preparatory duties that may be assigned, it being understood that all such duties are paid for by the mileage rate of pay.

FOR THE EMPLOYEES

(SGD.) L. M. PETERSON
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) C. C. BAKER
DIRECTOR, PERSONNEL AND INDUSTRIAL RELATIONS

There appeared on behalf of the Company.

C. C. Baker – Director, Personnel & Industrial Relations, Vancouver

And on behalf of the Brotherhood:

L. M. Peterson – General Chairman, Toronto
G. Moore – Vice-General Chairman, Toronto
F. C. Sowery – Vice-General Chairman, Montreal

AWARD OF THE ARBITRATOR

The issue in this case is simply whether mileage-rated drivers may claim payment for “terminal delay” where they are required to add fuel and/or oil to their assigned tractors. Certainly the work of filling fuel tanks, and testing and filling oil comes within the duties of the classification of serviceman. That classification includes, as article 26.2.5 spells out, a number of duties. That is not to say, however, that such tasks as filling fuel tanks or testing and filling oil may not, at least in some circumstances, properly be done within the scope of some other classification.

In the instant case, the question is whether drivers may properly be required to add fuel and/or oil to their assigned tractors as part of their “normal duties” of “inspecting and servicing units”. If a driver were required to fill the fuel tanks, or add oil to vehicles other than his own, then other considerations might arise, but that is not this case. Here, we are concerned with article H26.1.3, which provides that “terminal delay” is exclusive of time spent performing such “normal duties” as “inspecting and servicing units ... and any other preparatory duties that may be assigned.” In my view, filling up the tank of one’s own vehicle, and adding oil where necessary, are obviously preparatory duties to the regular operation of the vehicle and must, in the regular course of work, be regarded as completely “normal”.

In **Case No. 178** it was held that the drive from a garage to a terminal building situated some five blocks away was not a “preparatory duty” within the meaning of the collective agreement, but was rather in the nature of the principal work itself. It was said in that case, however, that “the time spent in unlocking the garage, removing the tractor, checking orders, oil and fuel and so on is, however, time spent on “other preparatory duties” within the meaning of section ...”. In the instant case, the question is one of adding fuel and oil where necessary. These tasks are, in my view, of the same order as the checking of fuel and oil and fall generally within the heading of normal preparatory duties. It is conceivable that there could be special circumstances in which the adding of fuel or oil involved tasks going beyond what is normal, but it is not suggested that any special circumstances exist in this case. In general, these tasks do not form part of “terminal delay” as that phrase is used in the collective agreement, but are paid for by the mileage rate of pay.

For the foregoing reasons, the grievance is dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR