

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 343

Heard at Montreal, Tuesday, March 14, 1972

Concerning

QUEBEC NORTH SHORE & LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Concerning interpretation of calculation of Statutory Holiday pay in Article VII of the Collective Agreement between United Transportation Union and QNS&L Railway.

JOINT STATEMENT OF ISSUE:

Claimants R. Gagnon, G. Therriault and G. Lepage worked on Thanksgiving Day, October 11, 1971. They were paid 8 hours at regular rate less shift premiums, plus 8 hours at overtime rate of time and one half, shift premiums included.

The UTU contends that shift premiums should be paid on the job to which he is assigned as per Article VII of the Collective Agreement.

The Railway maintains that regular day's pay is the regular or basic rate. The union filed a grievance. The Railway rejected the claim.

FOR THE EMPLOYEES:

(SGD.) J. J. SIROIS
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) P. L. MORIN
SUPERINTENDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

J. Bazin	– Counsel
P. L. Morin	– Superintendent, Labour Relations, Sept Îles
R. C. Martin	– Superintendent, Employee Compensation,
F. LeBlanc	– Labour Relations Assistant
R. Deschênes	– Chief Crew Dispatcher, Transportation,

And on behalf of the Union:

J. J. Sirois	– General Chairman, Sept Îles
G. W. McDevitt	– Vice-President, Ottawa

AWARD OF THE ARBITRATOR

The collective agreement provides for payment under two heads for employees who work on a holiday. First, holiday pay is paid to every employee, subject to certain qualifications. The grievors qualified, and were entitled to holiday pay. Second, since the grievors worked on the holiday they were entitled in addition to their holiday pay, to payment at the rate of time and one-half their regular rate.

Under the second head, for the time actually worked on the holiday, shift premiums were included in the calculation of their pay. The collective agreement provides for shift premiums as follows:

6.01 A shift premium of fifteen (15) cents per hour will be paid for hours worked on the night shift and ten (10) cents per hour for hours worked on the afternoon shift.

The issue in this case is not as to the payment for hours actually worked, which was correctly made, but as to the holiday pay itself. Article 7.01 of the collective agreement provides for payment of “a holiday pay equal to the regular day’s pay of the job to which he is assigned” to an employee. In making its calculation of the holiday pay payable to the grievors the Company did not include any premium under Article 6.01.

In my view, where article 7.01 refers to “the job to which he is assigned”, this should be read as a reference to the classification held by the employee entitled to holiday pay, and “the regular day’s pay” thereof is the pay appropriate to that employee in the schedule of wages for his classification. The shift premium is payable “for hours worked”, and as such is applicable to the payment (at time and one-half) for the actual time spent by him on the job. The shift premium is in addition to the “regular rate”, and is not to be added to the holiday pay as such.

Accordingly, it is my conclusion that the grievors were correctly paid under the applicable provisions of the collective agreement and the grievances are accordingly dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR