

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 699

Heard at Montreal, Tuesday, March 13, 1979

Concerning

CANADIAN NATIONAL RAILWAYS (TELECOMMUNICATIONS DIVISION)

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES – COMMUNICATION DIVISION

DISPUTE:

The Company and the Union are in dispute concerning a claim submitted by members of a truck gang for travel time totalling 40 hours, on 3 and 5 June 1977, as follows.

Date	Employee	Travel Time	Hours
June 3, 1977	G. W. Jones	17:00-19:30	2 1/2
	D. G. Quail	17:00-19:30	2 1/2
	R. W. Smith	17:00-18:00	1
	D. Clarke	17:00-18:00	1
	S. M. Oke	17:00-18:00	1
	S. C. Williamson	17:00-18:00	1
June 5, 1977	G. W. Jones	10:30-05:00	6 1/2
	D. G. Quail	10:30-05:00	6 1/2
	R. W. Smith	06:30-08:00	1 1/2
	D. Clarke	11:30-05:00	5 1/2
	S. M. Oke	11:30-05:00	5 1/2
	S. C. Williamson	11:30-05:00	5 1/2

JOINT STATEMENT OF ISSUE:

The above gang had been dispatched by truck earlier in the week from their headquarters at Oakville, Ontario, to a work assignment at South Parry, Ontario. The work assignment was not completed at the end of the work week. The men were advised that the truck should be left at South Parry, as they would require it to complete the job the following week. The men in question elected to leave the work site and return to their homes in the Toronto area to liquidate their rest days, Saturday and Sunday, June 4th and 5th.

The Union alleges that the Company has violated Article 24 (a), "Special Rules Covering Gangs" of Agreement 7.4, and are requesting payment of 40 hours travelling time on June 3rd and 5th, 1977, on behalf of the grievors.

The Company declined the request.

FOR THE EMPLOYEES:

(SGD.) F. E. SOUCY
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) R. S. FINEGAN
DIRECTOR, INDUSTRIAL RELATIONS – TELECOMMUNICATIONS

There appeared on behalf of the Company:

R. S. Finegan – Director Industrial Relations, Toronto
R. O. Kelly – Acting Labour Relations Officer, Toronto

W. C. Eisnor – Construction Supervisor, Toronto

And on behalf of the Brotherhood:

F. E. Soucy – General Chairman, Montreal

M. B. Kealey – District Chairman, Kingston

AWARD OF THE ARBITRATOR

Article 24 sets out a number of “special rules covering gangs”. The grievors were members of a “gang”, and Article 24 applies to them, indeed the Union relies on it as the basis for the grievance.

The article is as follows:

- (a) When a complete gang, outfit cars and crew, is moved from one location to another, employees in the gang will suffer no loss of wages (based on number of working hours in last previous work day) while in transit. If such movement occurs on the assigned rest days of the gang, they will be allowed actual travel time at pro-rata rates of pay with a maximum of eight (8) hours in each twenty-four (24) hour period.

To qualify for travel time under the provisions of this rule, employees must accompany the outfit cars or travel by other means provided or authorized by the Company.

When gang employees are assigned away from their outfit cars, on orders of the Company, they will be paid at pro-rata rates for time travelled outside of regularly assigned hours except that compensation will not be allowed for such time between the hours of 11 p.m. and the regular starting time when sleeping car accommodation is furnished. Employees must make every effort to obtain sleeping car accommodation.

The difficulty in this case arises out of the fact that Article 24 appears generally to contemplate the situation of a gang working out of outfit cars, that is “headquartered” in outfit cars in the general area of their actual work locations (even though their bulletined headquarters might be elsewhere). The article contemplates a group of employees, housed in outfit cars which are moved to the area of work sites and from which they proceed to their work on a daily basis. The grievors, however, are members of a “truck gang”, and do not live in outfit cars. Instead, they are transported to the area of their work assignment, and provided accommodation and meals in a motel. From there, they went to and from their daily work. Their daily working hours began and ended at the site of their accommodation (which was thus their “headquarters”, in this casual sense of the term), just as, in the case of employees working out of an outfit car, their working day would begin and end there. See, in this respect, Article 24 (c).

The official headquarters for all outside plant personnel, including those assigned to boarding car outfits (outfit cars) and “truck crews” such as the grievors is, for the Region in question, at Oakville, although there are certain exceptions not material to this case. It is clearly contemplated by the collective agreement, however, that gangs will be transported to distant work areas for their day-to-day assignments. Certainly their hours of work are governed by the appropriate provisions of the collective agreement, including Article 12, and they are entitled to rest days as therein set out. It does not appear, however, that members of a gang (and the collective agreement does not distinguish between one type of gang and another – it merely contemplates, perhaps anachronistically, that gangs will be housed in outfit cars) will be returned to their official headquarters (which might, of course, not at all suit some gang members whose residences are elsewhere) on Company time in order better to enjoy their rest days. Such transportation – to and from the work location – must be provided when the location is moved. That is, explicitly, the case for those assigned to an outfit car, and there is nothing in Article 24 to suggest that members of “truck gangs” should have any greater, or any less benefits in that respect.

Indeed, the contrary is the case, since Article 24, as I have said, deals generally with “gangs”, without distinction. It does not provide for daily or weekly transportation on Company time from the official headquarters to the actual work site. There has, I find, been no violation of Article 24(a) in the instant case, and the grievance must accordingly be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR