

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 771

Heard at Montreal, Tuesday, September 9, 1980

Concerning

CANADIAN PACIFIC EXPRESS LTD.

and

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

EX PARTE

DISPUTE:

Claim of Mileage-Rated Vehiclemen F. Bell and L. Ross, for fifteen minutes at the work time rate for all time spent on safety check of Tractor-Trailer Units at meets or turnarounds.

EMPLOYEES' STATEMENT OF ISSUE:

Since February 13th, 1980, the Mileage-Rated Vehiclemen on the Regina-Virden slip seat Virden-Regina return have put in for and been declined wages for fifteen minutes work time for time spent making complete safety check of their Tractor-Trailer Train Units while enroute.

The Brotherhood's claim is for fifteen minutes at the work time rate. The Company have declined the claim.

FOR THE EMPLOYEE:

(SGD.) J. J. BOYCE

GENERAL CHAIRMAN

There appeared on behalf of the Company:

D. R. Smith – Director, Industrial Relations, Personnel & Administration, Toronto
B. D. Neill – Manager, Labour Relations, Toronto

And on behalf of the Brotherhood:

J. J. Boyce – General Chairman, Toronto
J. Crabb – Vice-General Chairman, Toronto
F. W. McNeely – General Secretary/Treasurer, Toronto
G. Moore – Vice General Chairman, Moose Jaw.

AWARD OF THE ARBITRATOR

The claim in this case is for time spent on safety checks at meets and turnarounds. Meets occur when employees take tractor-trailer or other units from one terminal to another and return with a different unit or trailer. Turnarounds, it would seem, occur when employees go from a "home" terminal to another, and return. The terms may, to some extent, be interchangeable.

In the past, employees usually changed equipment at meets or turnarounds. This involved the uncoupling and coupling of semi-trailers. For this work, the practice was to pay employees fifteen minutes at work time rate. The Company has continued that practice and acknowledges that when such work is to be performed, the fifteen-minute payment should be made.

In the course of uncoupling and coupling semi-trailer units, employees would carry out certain visual safety checks of their equipment. The fifteen-minute payment, therefore, included (although not specifically), payment for the carrying out of the visual safety check. More recently, the Company has required drivers, in many cases, to "slip the seat" from one vehicle to another, without uncoupling and coupling, and, in effect, simply to exchange vehicles with other drivers. In these cases, the justification for the fifteen-minute payment (for uncoupling and coupling, together with the safety check), simply does not exist. Of course, where there is uncoupling and coupling the payment would, as the Company acknowledges, continue to be proper.

Where drivers simply "slip the seat" or exchange vehicles, they are not entitled to payment in respect of the uncoupling and coupling tasks, because they do not perform them. That is not to say, however, that they are not entitled to payment in respect of time spent carrying out the visual inspection and other tasks relating to the exchange of vehicles where that occurs at meet or turnaround points. Whether or not employees in fact carry out these tasks is, it should be said, a matter of discipline, but if the tasks (which are required), are carried out, the employees are entitled to be paid for them. Such payment is, under the collective agreement, to be on a minute basis for time actually involved. It would be a rare case, no doubt, where fifteen minutes would be involved. The fifteen-minute figure was that used where uncoupling and coupling was involved. Where the only work done is the visual check, it is clear that in most circumstances a payment of a few minutes at most will be required.

Since the time involved in each case may vary somewhat with the circumstances, the appropriate award in this case is to declare that payment is to be made on a minute basis for time properly spent on safety checks at meets and turnarounds, but that (failing agreement by the parties on some standard time) the employee must account for the time claimed in each case. Subject to the foregoing, the grievance is allowed.

(signed) J. F. W. WEATHERILL
ARBITRATOR