

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 858

Heard at Montreal, Wednesday, September 9, 1981

Concerning

### CANADIAN PACIFIC EXPRESS LIMITED

and

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

### EX PARTE

#### **DISPUTE:**

This concerns delay time pay claimed in the name of a mileage rated vehicleman for time spent outside of and in addition to his regularly scheduled bulletined and awarded assignment as established in Article 7.2.11 of the Working Agreement.

#### **EMPLOYEES' STATEMENT OF ISSUE:**

Mileage rated driver, F.W. Bell, who works the Regina – Virden, Manitoba route was delayed outside of and in addition to his regularly scheduled hours of service at Virden, Manitoba, November 7, 10 and 13, 1980, and he booked this additional time at the delay time rate.

The Brotherhood contends that all such delay time was at the instance of the Company and beyond the control of the Vehicleman, that F.W. Bell reported for work as spelled out on his bulletin, that he departed as required by his bulletin and while enroute on his scheduled assignment he was delayed at the instance of the Company outside of and in addition to his scheduled position.

The Brotherhood demands delay pay as provided in Article 33.3 for all time booked at Virden, Manitoba, by F.W. Bell.

The Company suggests that such additional time is wait time as in Article 33.5 and for this reason has declined the Brotherhood's request.

#### **FOR THE EMPLOYEES:**

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

There appeared on behalf of the Company:

D. R. Smith – Director Industrial Relations Administration & Personnel, Montreal  
B. D. Neill – Manager Labour Relations, Montreal  
R. A. Colquhoun – Labour Relations Officer, CP Rail, Montreal

And on behalf of the Brotherhood:

J. J. Boyce – General Chairman, Toronto  
G. Moore – Vice-General Chairman, Moose Jaw

J. Crabb

– Vice-General Chairman, Toronto

**AWARD OF THE ARBITRATOR**

This case is identical in principle to **Case No. 857**, and the parties made similar representations in respect of it. What was said in that case applies equally here, and for the reasons there set out, the grievance is dismissed.

**(signed) J. F. W. WEATHERILL**  
**ARBITRATOR**