

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1014

Heard at Montreal, Tuesday, December 14, 1982

Concerning

VIA RAIL CANADA INC.

and

**CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS**

DISPUTE:

Claims of twelve employees involving the method of payment for time spent in travelling to and from training course under provisions of Article 16.2, Collective Agreement No. 1.

JOINT STATEMENT OF ISSUE:

Twelve Counter Sales Agents travelled from their respective work location (London, Kitchener, Stratford, Sarnia and Kingston) to Toronto on different dates from March 2 to April 5 to attend a 1-day (0900 hours - 1700 hours) refresher training course.

These employees were paid 8 hours for time spent while in training. Round trip travelling time, which varied from 3 1/2 hours to 6 hours, was paid at pro-rata rate.

The Brotherhood contends that, under the provisions of Article 16.2, the time spent in travelling should be compensated at punitive rates.

The Corporation denied the claims.

FOR THE BROTHERHOOD:

(SGD.) J. D. HUNTER
NATIONAL VICE-PRESIDENT

FOR THE CORPORATION:

(SGD.) A. D. ANDREW
DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Corporation:

A. Leger – Labour Relations Officer, Montreal
A. Broux – Human Resources Officer, VIA Rail, Toronto
C. O. White – Labour Relations Assistant, Montreal

And on behalf of the Brotherhood:

F. C. Johnston – Regional Vice-President, Toronto

AWARD OF THE ARBITRATOR

Article 16.2 of the Collective Agreement is as follows:

16.2 Training During Normal Working Hours An employee required by the Corporation to take training during his normal working hours will be paid his regular rate of pay while in training.

TRAINING OUTSIDE NORMAL WORKING HOURS

An employee required by the Corporation to take training outside his normal working hours will be compensated at his regular rate of pay while in training, except that on any day when the Corporation requires an employee to take training in addition to working his regular assignment, he shall be compensated for all such combined time, in excess of eight hours, at punitive rates.

VOLUNTARY TRAINING

Where training facilities are provided by the Corporation on a voluntary basis an employee taking advantage of such training will not be compensated.

The grievors were properly paid pursuant to Article 16.2 in respect of the hours spent in the refresher training course itself. The time spent in travelling to and from the course was (or was substantially) "outside normal working hours", and the claim in this grievance is that time so spent should be paid for at punitive rates.

It is to be noted that payment was made in respect of travel time. The only issue is as to the rate of such payment.

The second paragraph of Article 16.2 provides that punitive rates are to be paid in respect of "training outside normal working hours". While the time in question was outside normal working hours, it was not, I think, "training", although it was spent en route to and from training. Any doubt in this connection is, I think, resolved by Article 18.2 of the Collective Agreement, which is as follows:

18.2 A regularly assigned employee required to perform service away from the station at which regularly employed will be compensated in accordance with the schedule rules applicable at the point at which such service is performed for the time actually worked. Unless sleeping car accommodation is furnished or paid for by the Corporation such employee will be compensated at the hourly rate for the time occupied in travelling. The number of hours paid for will not be less than he would have earned on his regular assignment. Necessary actual expenses will be allowed while away from headquarters when supported by receipts.

In the instant case the "service" involved, or the "work" for which the employees were paid, was training, and it is clear that under this Collective Agreement employees were entitled to be paid in respect of time spent travelling to such service. There does not appear to have been any sleeping car accommodations furnished or paid for. Article 18.2 is quite explicit with respect to such a situation: "such employee will be compensated at the hourly rate for the time occupied in travelling". The Collective Agreement is quite clear with respect to this sort of situation. It does not provide for payment at punitive rates in such cases.

There was, therefore, no violation of the Collective Agreement and the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR