

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1196

Heard at Montreal, Thursday, February 16, 1984

Concerning

CANADIAN PACIFIC LIMITED

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

On March 15, 17, 22 and 24, 1983, from 1400 hours to 1800 hours, Messrs. E. K. Lacey, D. L. Smitsnuk, H. J. McInnes, D. J. Stirling and W. T. Gleason attended a First Aid Course sponsored by the Company.

JOINT STATEMENT OF ISSUE:

The Union contends that: **(1.)** Each of the five employees attended this training at the request of the Company. **(2.)** The Company violated Section 8.1, Wage Agreement No. 41. **(3.)** The five named employees be paid an additional two hours at the overtime rate of pay from 1600 hours to 1800 hours for each of the four days, for a total of 8 hours' pay at overtime rates.

The Company declines the Union's contention and denies payment.

FOR THE BROTHERHOOD: FOR THE COMPANY:

(SGD.) H. J. THIESSEN (SGD.) L. A. HILL

System Federation General Chairman General Manager, Operation and Maintenance

There appeared on behalf of the Company:

F. R. Shreenan – Supervisor Labour Relations, Vancouver

D. N. McFarlane – Assistant Supervisor Labour Relations, Vancouver

P. E. Timpson – Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

H. J. Thiessen – System Federation General Chairman, Ottawa

L. DiMassimo – General Chairman, Montreal

R. Gaudreau – Vice-President, Ottawa

E. J. Smith – General Chairman, London

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AWARD OF THE ARBITRATOR

Article 8.1 provides that employees who are required to work in excess of eight hours per day are to be paid for the overtime hours on the basis of time and one-half their regular rate of pay.

In March, 1983, approximately five employees (i.e., the grievors) were given the opportunity to attend a First Aid Course sponsored by the Company during the hours of 1400 to 1800 hrs. The Company agreed to pay them their regular rate of pay during the period of time the course was taken on their normal shift. The Company, however, objected to paying them the overtime rate of pay for the two hour period between 1600 and 1800 hrs.

The uncontradicted evidence disclosed that the grievors were allowed to attend the course at their own request. The evidence further indicated that knowledge of first aid, although desirable, was not necessary in the grievor's discharge of their duties. In short, attending such first aid courses was not mandatory.

Accordingly, I am satisfied that the grievors were not required to work overtime at the material time in question and accordingly were not entitled to be paid on an overtime basis. Moreover the Company's willingness to pay them while they attended the course during their regular shift did not give rise to any entitlement to be paid at the overtime rate after the completion of that shift.

Accordingly the grievance must be denied.

(signed) DAVID H. KATES

ARBITRATOR