

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1780

Heard at Montreal, Wednesday, May 11, 1988

Concerning

CANADIAN PARCEL DELIVERY (CP EXPRESS & TRANSPORT)

And

TRANSPORTATION COMMUNICATIONS UNION

DISPUTE:

A claim by employee G. Cormier of Moncton, New Brunswick, for overtime awarded to employee Y. Gould, contrary to Article 8.6 of the Collective Agreement.

JOINT STATEMENT OF ISSUE:

On the mornings of October 7 and 8, 1987, due to the postal strike, the regular traffic for Newcastle, New Brunswick, could not be handled in the regular fashion. This made necessary extra runs between Moncton, N.B., and Newcastle, N.B., and this extra work was awarded to lead hand/warehouseman Y. Gould on an overtime basis after he completed his regular night shift.

The Union contends that as this was driving work, and overtime, it should have been offered within the work classification (drivers), before it was offered and given to a lead hand/warehouseman.

The Company contends that the work in question was line haul, and not P&D, and not warehouse, and therefore, the overtime was properly allocated to the senior qualified employee.

The relief requested is for the payment to Mr. Cormier, at overtime rates, for the two trips, Moncton to Newcastle and return.

FOR THE UNION:

(SGD.) J. J. BOYCE
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) B. D. NEILL
DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Company:

P. Thorup	– Counsel, Toronto
D. Bennett	– Labour Relations Officer, Toronto
P. Kendrick	– Regional Manager, CanPar Atlantic, Moncton
L. Killam	– Terminal Manager, Moncton

And on behalf of the Union:

N. Austin	– Counsel, Toronto
J. J. Boyce	– General Chairman, Toronto
M. Gauthier	– General Chairman, Montreal
G. Cormier	– Grievor

AWARD OF THE ARBITRATOR

The sole issue in this grievance is the interpretation of Article 8.6 of the Collective Agreement which provides as follows:

8.6 Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week. Overtime shall be allocated on the basis of seniority wherever possible, in a voluntary manner, within the work classification and shifts, provided the employee is capable of performing the duties; however, upon reaching the bottom of the seniority list in that classification and shift, the junior employee(s) will be required, in reverse order to work the overtime.

The Collective Agreement provides for four classifications of employee: driver-representative, dockman, warehouseman A and B and linehaul driver-representative. It is common ground that the driver-representative performs pick-up and delivery (P&D) service on a local basis. That is contrasted with linehaul driving which involves the transportation of cargo from one location to another, as for example from Moncton to Newcastle and Bathurst.

It is common ground that the extra run between Moncton and New-castle established on October 7 and 8 is work which falls within the terms of Article 8.6. The sole issue, therefore, is whether it fell within the work classification of the grievor. Mr. Cormier is classified as a driver-representative on pick-up and delivery service. In the Arbitrator's view the extra assignment in question cannot be characterized as a pick-up and delivery run which fell within his classification. There are no linehaul drivers at the Moncton terminal. In these circumstances there is nothing in the Collective Agreement requiring the Company to assign the extra linehaul run to a pick-up and delivery driver-representative in priority to a warehouseman who is capable of performing those duties. The assignment of the extra linehaul run to a warehouseman does not, therefore, constitute a violation of Article 8.6 or any other part of the Collective Agreement.

For these reasons the grievance must be dismissed.

13 May 1988

(signed) MICHEL G. PICHER
ARBITRATOR