

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 41

Heard at Montreal, Monday, July 11th, 1966

Concerning

**CANADIAN NATIONAL RAILWAYS**

and

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION**

### DISPUTE:

The Union claims that the Company violated the second paragraph of Article 20(a) when it refused to pay expenses for living accommodation to Mr. E.F. Ford while he was employed as a Relief Dispatcher at Prince Albert, Saskatchewan.

### JOINT STATEMENT OF ISSUE:

Mr. E.F. Ford was employed, prior to June 15, 1965, as a Car Service Operator at Prince Albert, Saskatchewan, and held rights as a Relief Dispatcher at that station in accordance with Article 26(b) of the Agreement.

On June 15, 1965, he was the successful applicant for a temporary position of Agent at St. Louis and on June 22, 1965 he was the successful applicant for a permanent position at Zealandia. The Company did not release Mr. Ford from his assignment as a Car Service Operator at Prince Albert until July 2, 1965, at which time he was assigned as a Relief Dispatcher at Prince Albert in accordance with the third paragraph of Article 26(b) of the Agreement. He remained at Prince Albert as a Relief Dispatcher until September 20, 1965 at which time Mr. Ford went on vacation.

Mr Ford claimed that he was entitled to expenses for living accommodation in accordance with the second paragraph of Article 20(a) for the months of July, August and September for a total of \$269.50. The Company denied his claim on the basis that Mr. Ford had not established a home station at any location other than Prince Albert; therefore Prince Albert was his headquarters for the period when he was assigned as a Relief Dispatcher and also on the basis that since Mr. Ford lived in the same domicile as a Relief dispatcher that he had as a Car Service Operator he had not required living accommodation as provided for in Article 20(a).

The Union has processed Mr. Ford's claim as a grievance through the various steps of the Grievance Procedure.

### **FOR THE EMPLOYEES:**

**(SGD.) H. HLADY**  
**GENERAL CHAIRMAN**

### **FOR THE COMPANY:**

**(SGD.) E. K. HOUSE**  
**ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS**

There appeared on behalf of the Company:

W. S. Hodges – Labour Relations Assistant, Montreal

And on behalf of the Brotherhood:

H. Hlady – General Chairman, Winnipeg  
F. E. Easterbrook – Vice-President, Montreal

### **AWARD OF THE ARBITRATOR**

As indicated in the Joint Statement of Issue the claimant at the time in question was a Car Service Operator at Prince Albert, Saskatchewan. He held rights as a Relief Dispatcher at that station in accordance with Article 26(b) of the agreement.

Having applied and been accepted for two different points as Agent in St. Louis and Zealandia, he was not released by the Company until July 2, 1965, when he was assigned as a Relief Dispatcher at Prince Albert. This was also in accordance with the third paragraph of Article 26(b) of the agreement. He remained at Prince Albert as Relief Dispatcher until September 20, at which time he went on vacation.

The representative of the Brotherhood claimed that Mr. Ford's home was not located in the City of Prince Albert, but in the Municipality of Prince Albert, which is outside the city; that it was necessary for him to commute by automobile between his home and the office.

The claim made was for expenses for living accommodation in accordance with the second paragraph of Article 20(a). The sum asked was \$269.50.

The first paragraph of Article 20(a) reads,

... The home station of Relief Dispatchers ... will be considered as their headquarters.

The second paragraph of Article 20(a), which the Brotherhood claims the Company has violated, reads:

Such employees will be allowed \$3.50 per day expenses for living accommodation for each calendar day that such accommodation is required away from such headquarters.

For the Company it was claimed that during the period for which the claim was made Mr. Ford's home station, and therefore his headquarters, was Prince Albert, Saskatchewan; that living accommodation was not required away from his headquarters during that period.

It was told that in July, 1963, Mr. Ford purchased a large house trailer in which he established his home on the outskirts of Prince Albert. He resided with his family there during part of 1963, all of 1964 and part of 1965. At no time between July, 1963 and September 20, 1965, did he establish residence at any location other than in Prince Albert.

It was urged that since as a Car Service Operator, he lived in a trailer in Prince Albert and as a Relief Dispatcher in the same office, he lived in the same home in the same location, no accommodation was required by him away from such headquarters.

In the circumstances related it is impossible to bring this claim within the terms outlined in the words "for each calendar day that such accommodation is required away from such headquarters." He did not establish a headquarters at any location other than Prince Albert before or during the period for which he is claiming expenses.

For these reasons this claim is dismissed.

**(signed) J. A. HANRAHAN**  
**ARBITRATOR**