

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 274

Heard at Montreal, Tuesday, April 13th, 1971

Concerning

CANADIAN PACIFIC RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Concerning the interpretation, intent and application of (E) of the Memorandum of Agreement covering the Run-Through (Pooled) Caboose operation signed at Montreal February 24th, 1967, with respect to accommodation at Thunder Bay for Passenger Trainmen working between Winnipeg and Thunder Bay.

JOINT STATEMENT OF ISSUE:

Prior to the signing of the Memorandum of Agreement covering Run-Through (Pooled) Caboose on February 24th, 1967, Passenger Trainmen were required to provide their own accommodation at the layover terminal. The majority of the Passenger Trainmen Working between Winnipeg and Thunder Bay made arrangements with the Royal Edward Hotel for accommodation during their layover period at Thunder Bay.

Subsequent to the Memorandum of Agreement covering Run-Through (Pooled) Caboose being signed February 24th, 1967, the Company took over the payment of the hotel accommodation at the Royal Edward Hotel. Instructions were later issued that effective Sunday, November 15th, 1970, arrangements had been made to accommodate the Passenger Trainmen in the Resthouse at Thunder Bay which is situated one and one-half miles from the passenger station, with the Company providing transportation between the Resthouse and passenger station.

The Union contends the Company has violated Paragraph (E) of the Memorandum of Agreement covering Run-Through (Pooled) Caboose as the accommodation in the Resthouse at Thunder Bay is not suitable account not convenient the passenger station where it is now located and the majority of the Passenger Trainmen working between Winnipeg and Thunder Bay have refused to move from the Royal Edward Hotel. The Company has declined to alter their instructions on the basis that the arrangements made to accommodate the Passenger Trainmen in the Thunder Bay Resthouse are adequate and consistent with the requirements of the Memorandum of Agreement covering Run-Through (Pooled) Caboose signed in Montreal on February 24th, 1967.

FOR THE EMPLOYEES:

(SGD.) R. T. O'BRIEN
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) W. J. PRESLEY
REGIONAL MANAGER, OPERATION & MAINTENANCE
PRAIRIE REGION

There appeared on behalf of the Company.

P. A. Maltby – Supervisor Labour Relations, Winnipeg
F. B. Reynolds – Assistant Supervisor Labour Relations, Winnipeg
R. B. Bremner – Special Duties, Winnipeg
D. D. Wilson – Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

R. T. O'Brien – General Chairman, Calgary
H. F. Williamson – Local Chairman, Winnipeg

F. W. Larry

– Local Chairman, Winnipeg

AWARD OF THE ARBITRATOR

Paragraph (E) of the Memorandum of Agreement which governs this case provides that passenger trainmen are to be provided with “suitable sleeping quarters at away-from-home terminals convenient to passenger stations”. In this case, it is alleged that the sleeping accommodation provided in the company’s rest house at Thunder Bay is not suitable because it is not convenient to the passenger station.

The quality of the accommodation itself is not in issue. While there is no doubt that it is not as desirable as that available at the Royal Edward Hotel, the rest house facilities themselves do appear to comply with the requirements of paragraph (E). Thus, the decisions in **Cases Nos. 157** and **230** are not of assistance in determining this case. Here, the question is simply one of the “convenience” of the rest house to the passenger station.

It is important to note that it is not “convenience” in general which is required of the sleeping accommodation, but convenience to the passenger station. Here, according to the Joint Statement of Issue, the accommodation is one and one-half miles from the station. It seems that it is on, or very close to, a bus route, but apart from this the company has arranged for transportation between the station and the rest house in conformity with arrival and departure schedules. No transportation was provided to the Royal Edward Hotel which is located some two-fifths of a mile from the passenger station.

“Convenience” is a matter to be decided having regard to all of the circumstances. No doubt the Royal Edward Hotel, at two fifths of a mile distance, was “convenient” to the station within the meaning of the agreement. The rest house, no doubt, is less convenient, certainly for pedestrians, but the provision of transportation may, depending on traffic conditions, make it roughly equivalent in convenience at least as far as travel time is concerned. On the other hand, the transportation schedule (which could be subject to revision) may have some adverse affect on employees from the point of view of consumption of time. Nevertheless, given the provision of transportation to and from the station, the sleeping accommodation at the rest house must, I think, be said to be “convenient” to the passenger station. Convenience to other facilities or amenities of the town is not one of the requisites of paragraph (E) of the Memorandum.

One of the arguments advanced by the union was that the trainman working between Winnipeg and Thunder Bay were required to lay over in Thunder Bay for a period of some twenty hours. In this they were to be distinguished from the trainmen from Chapleau, whose layover was only of some five hours or so. The Chapleau trainmen, it seems, have accepted the accommodation at the rest house without objection. Of course, their failure to object does not establish that the accommodation is either suitable or convenient. But it must be noted that the length of the layover is not a determining factor in deciding whether the accommodation complies with paragraph (E). The accommodation is either “convenient” to the passenger station, or it is not. In this case, having in mind the location in the City of Thunder Bay, the distance, and particularly the provision of transportation, it is my conclusion that the rest house must, in this case, be considered as convenient to the passenger station and, its suitability not otherwise being in issue, as complying with paragraph (E) of the Memorandum of Agreement.

Accordingly the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR