

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 438

Heard at Montreal, Tuesday, April 9th, 1974

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

The Union claims the Company violated Rules 2.10 and 13.13 of Wage Agreement No. 10.3, when the Company did not pay expenses for meals of Work Equipment employee J. Lebel for the period May 7 to July 9, 1973. The claim is for \$94.50.

JOINT STATEMENT OF ISSUE:

The work of a Mechanic "A" is to repair and maintain work equipment machines, either in a Shop or in the field. Mr. Lebel was a Mechanic "A" in the Work Equipment Shop at Joffre, Quebec. A notice was posted on the bulletin board at the Joffre Shop for the temporary position of Mechanic "A" in the field. Mr. Lebel was the successful applicant and during the period involved was attached to a gang working at Lindsay, Sterling and Peterboro. While away from Joffre he was quartered in a boarding car arrangement known as an Atco unit, which includes sleeping accommodation, eating and recreation facilities. The rules which the Union claim as having been violated are as follows:

2.10 Employees' time will start and end at designated tool houses, outfit cars or shops. Where local conditions necessitate it temporarily, other designated assembly points than above may be established by mutual agreement between the General Chairman and the appropriate representatives of the railway.

13.13 Employees taken away from such boarding outfit to work temporarily elsewhere will be allowed expense which they necessarily incur.

FOR THE EMPLOYEES: FOR THE COMPANY:

(SGD.) P. A. LEGROS (SGD.) G. H. BLOOMFIELD

SYSTEM FEDERATION GENERAL CHAIRMAN ASSISTANT Vice-President, LABOUR RELATIONS

There appeared on behalf of the Company:

W. H. Barton – System Labour Relations Officer, Montreal

K. A. Pride – Senior Labour Relations Assistant, Montreal

A. G. Pronovost – Superintendent Work Equipment, Montreal

And on behalf of the Brotherhood:

P. A. Legros – System Federation General Chairman, Ottawa

R. Goudreau – General Chairman, Montreal

W. M. Thompson – Vice-President, Ottawa

AWARD OF THE ARBITRATOR

The grievor was the successful applicant for a bulletined job which was to have been of four weeks' duration, but which in fact lasted about two months. The grievor is a regularly assigned mechanic in the shop at Charney. On the job for which he applied, he was transferred to Sterling, where his accommodation was, as noted in the bulletin, in an Atco unit.

The Union in its brief contends that the grievor "was taken away from the shop at Charney to work temporarily elsewhere", and that "he was, therefore, entitled to expenses under the provisions of Article 13.13". Even if it be granted that it is accurate to describe the grievor's transfer on a job posting as his having been "taken away from the shop", it has not been shown that the grievor was "taken away from such boarding outfit" within the meaning of Article 13.13. There is nothing to suggest that when he was at Charney, the grievor was provided with accommodation in a boarding outfit. When the grievor was transferred following his successful application on the bulletin, he was taken to a boarding outfit, not from one. It is clear from a reading of Article 13 as a whole that the reference in Article 13.13 to "such boarding outfit" is a reference to the type of accommodation to which he was assigned for the period in question, that is, the accommodation mentioned in Article 13.12.

13.12 Operators and helpers when assigned to a gang with a regular boarding outfit will not be allowed expenses while working in such gangs.

Certainly the grievor was on a temporary assignment at the time in question. But at that time he was assigned to a "regular boarding outfit", the Atco unit. He was not taken away from that outfit to work temporarily elsewhere during the period in question, although on the material before me it appears that subsequently, on July 9, the grievor was taken away from the boarding outfit. This latter transfer, however, is not in issue in this case.

For the foregoing reasons, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL

ARBITRATOR