

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 750

Heard at Montreal, Tuesday, April 8, 1980

Concerning

CANADIAN PACIFIC LIMITED

and

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

EX PARTE

DISPUTE:

Claim for away-from-home expenses by Relief Dispatcher L. C. Berry, Golden, B.C.

EMPLOYEE STATEMENT OF ISSUE:

Mr. Berry worked as Relief Dispatcher at Revelstoke, B.C., and claimed away-from-home expenses under Article 19.03.03 of the Collective Agreement.

The Company contends that his place of residence is Revelstoke under Article 19.01.03 as his preponderance of work is at that point.

The grievance has been declined by the Company.

**FOR THE EMPLOYEE:
(SGD.) D. C. DUQUETTE
GENERAL CHAIRMAN**

There appeared on behalf of the Company:

P. E. Timpson – Assistant Supervisor, Labour Relations, Vancouver
M. M. Yorston – Labour Relations Officer, Montreal

And on behalf of the Brotherhood:

D. C. Duquette – General Chairman, Montreal
R. J. Cranch – National Secretary Treasurer, Montreal

AWARD OF THE ARBITRATOR

This grievance involves a claim for a daily allowance pursuant to Article 19.03.03. That article is as follows:

19.03.03 If an employee while occupying a relief or swing position is unable to return to his headquarters on any day, he shall be granted an allowance of \$15.00 for each such day; or in lieu thereof, if an employee desires to travel by his automobile between the work point and his headquarters, he may do so when authorized by the Company officer in charge in which case he shall be reimbursed at the rate of fifteen cents a mile via the shortest distance with a maximum of \$15.00 for the return trip. If he elects to travel by bus or other public transportation, he will be allowed the amount of the fare up to the maximum of \$15.00 for the return trip.

Since March of 1975 the grievor has been assigned as Relief Dispatcher at Revelstoke. There have been certain interruptions in his work there, it would seem, as for example when he worked from November 1977 until April 1978 as Relief Dispatcher at Nelson. Generally, however, his work has been at Revelstoke, and it seems clear from the material before me that that is where his residence is. The present claim is for the "away-from-home and mileage allowance in respect of the month of March, 1979.

The Union's argument is, in effect, that the grievor's "headquarters" is at Golden, which is some 100 miles from Revelstoke. Revelstoke, the point where the grievor now works, is the Division Headquarters and is, as has been noted, the place where the grievor resides. As a practical matter, therefore, there is no real question of the grievor "returning to his headquarters" each day, even if Golden is to be considered as the grievor's headquarters, in view of his having held the position of Operator there from August 1974 (he had been hired in September, 1973), until March 1975 (when he was assigned as Relief Dispatcher at Revelstoke). It may be observed that if Article 18.05.01 applies to the grievor, then Revelstoke (whether by virtue of its being the headquarters of the division or by virtue of its being the grievor's place of permanent residence), would be the grievor's headquarters, and no claim would arise under Article 19.03.03. If, however, the effect of Article 19.01.01 is, as appears to be the Union's contention, to make Golden the grievor's headquarters (because he holds an "established position" there, it is said), then while article 19.03.03 might be said to apply generally to a case such as the grievor's, it would not require payment in his particular case for two reasons. First, as I have noted, the question of the grievor's "returning to his headquarters" did not arise as a practical matter. Second, by Article 19.01.03, an employee who relieves at a point within the same municipal boundary as his place of residence – and that appears to be the grievor's case – is not to receive any allowance. Article 19 deals generally with the matter of away-from-home and mileage allowance, and its provisions should be read together.

In the instant case, therefore, the grievor's circumstances are not such as to entitle him to an away-from-home or mileage allowance. Accordingly, the grievance must be dismissed.

(signed) J. F. W. WEATHERILL
ARBITRATOR