

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 950

Heard at Montreal, Wednesday, May 12, 1982

Concerning

CANADIAN PACIFIC LIMITED

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

Claim of the Union that Machine Operator J.S. Skihar should have been paid the travel allowance in accordance with Section 20.5, Wage Agreement 17 and Letter of Understanding dated March 3, 1970. Claim is for 330 miles at 6 cents per mile for travel to Steel Gang on April 20, 1981.

JOINT STATEMENT OF ISSUE:

The Union contends that Machine Operator J.S. Skihar was entitled to 6 cents per mile, as contained in a letter dated March 26, 1979, from Mr. Danyluk to Messrs. Neil et al, copy to Mr. Thiessen, for the use of his private automobile for travelling to Steel Gang as follows:

- Portage la Prairie to Winnipeg on April 20, 1981, a distance of 70 miles when reporting to Steel Gang.
- Winnipeg to Harrowby, Man. on April 20, 1981, a distance of 260 miles when Steel Gang moved from Winnipeg to Harrowby, Man.

The Union further contends the Company violated Section 20.5, Wage Agreement 17 and Letter of Understanding dated March 3, 1970, on page 87 of Wage Agreement 17 and Letters of Agreement with Prairie Region dated April 4, 1978 and March 26, 1979 by declining payment.

The Company denies the Union contention.

FOR THE UNION:

(SGD.) H. J. THIESSEN
SYSTEM FEDERATION GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) R. J. SHEPP
GENERAL MANAGER, OPERATION AND MAINTENANCE

There appeared on behalf of the Company:

F. B. Reynolds – Supervisor, Labour Relations, Winnipeg
R. E. Petley – Assistant Regional Engineer, Winnipeg
I. J. Waddell – Labour Relations Officer, Montreal

And on behalf of the Union:

F. L. Stoppler – Vice-President, Ottawa
A. Passaretti – Vice-President, Ottawa
H. J. Thiessen – System Federation General Chairman, Ottawa
R. Wyrostok – Federation General Chairman, Edmonton
E. J. Smith – General Chairman, London
A. W. Olson – General Chairman, Regina

AWARD OF THE ARBITRATOR

The grievor's permanent position is that of Group III Machine Operator at Portage La Prairie. He also holds seniority as a Machine Operator Group II, and exercised that seniority to claim a Machine Operator Group II position on the Steel Gang, which was established on Monday, April 20.

The Steel Gang was formed at North Transcona (Winnipeg), where employees initially reported. Later that day, the outfit cars, in which the grievor could have travelled, moved to Harrowby. The grievor did not avail himself of this, but used his own automobile to go from Winnipeg to Harrowby, as he had used it from Portage La Prairie to Winnipeg. It is understandable that the grievor would want his automobile at Harrowby, in order to return home conveniently on weekends. For such weekend trips, it is acknowledged that the grievor would be entitled to the mileage payment referred to. The issue is whether or not he was entitled to such payment in respect of his initial reporting to the Steel Gang.

Article 20.5 provides that employees shall have opportunity and free transportation for getting to their place of residence at weekends. The letter of March 3, 1970, confirms the practice in this regard and extends it to Canadian National. These obligations relate to employees' returning home on weekends; they do not relate to claims to be paid on a mileage basis for personal travel to the worksite in the first instance. The other letters referred to by the Union relate to the amount of payment, but there is no dispute as to that.

When the grievor travelled from Portage La Prairie to Winnipeg to join the Steel Gang, he was travelling on his own account, in the exercise of his seniority, and there is no provision for payment of transportation in such circumstances. When he travelled from Winnipeg to Harrowby, he would be entitled, subject to the provisions of Article 11 of the Collective Agreement, to payment for the time taken for such travel during regular working hours. There is no provision, however, for payment of a mileage allowance.

The claim, therefore, is not supported by the provisions of the Collective Agreement, and the grievance must therefore be dismissed.

(sgd.) J. F. W. WEATHERILL
ARBITRATOR