CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1232

Heard at Montreal, Wednesday, April 11, 1984

Concerning

CANADIAN NATIONAL RAILWAYS

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DISPUTE:

Claims of Locomotive Engineer C. Wilson of Regina, Saskatchewan for actual mileage transported to and from accommodation.

JOINT STATEMENT OF ISSUE:

Locomotive Engineer Wilson was ordered from Regina to Northgate in straight-away snow plow service January 20, 1982. Upon arrival at Northgate, he was transported by Company vehicle to Oxbow, a distance of 25 miles, where Motel accommodation was provided. The next day, Locomotive Engineer Wilson was similarly returned from Oxbow to Northgate. The transportation to the accommodation at Oxbow was necessary due to the bunkhouse at Northgate having frozen water pipes.

In time claims dated January 20 and 21, 1982, Locomotive Engineer Wilson claimed payment of 25 miles in each direction for being transported Northgate to Oxbow and return. The Brotherhood contends that payment for the miles between Northgate and Oxbow is required in accordance with Paragraph 67.3 of article 67 and paragraph 28.5(b) of article 28 of Agreement 1.2.

The Company declined payment of the time claims.

FOR THE BROTHERHOOD:	FOR THE COMPANY:
(SGD.) A. JOHN BALL	(SGD.) D. C. FRALEIGH
GENERAL CHAIRMAN	ASSISTANT VICE-PRESIDENT, LABOUR RELATIONS

There appeared on behalf of the Company:

M. Healey	– Manager, Labour Relations, Montreal
M. Delgreco	– Senior Manager, Labour Relations, Montreal
J. Sebesta	– Co-ordinator Transportation - Special Projects, Montreal
B. Olson	– Labour Relations Officer, Winnipeg

And on behalf of the Brotherhood:

J. W. Konkin	– General Chairman, Winnipeg

AWARD OF THE ARBITRATOR

The simple issue in this case is whether the grievor, in the circumstances described, can charge the Company mileage at the deadhead rate provided under article 67.3 of Agreement 1.2, for the twenty-five miles to and from the motel where suitable accommodation was secured.

The Company has indicated that no provision contained in the collective agreement covers the situation, where for reasons beyond the control of the Company, suitable accommodation cannot be provided at the intended resthouse located at the objective terminal. Once the Company provided suitable accommodation, albeit twenty-five miles distance away from the terminal, its obligation under the collective agreement was met. It was not obliged to compensate the grievor for the travelling time consumed by him when the Company provided vehicular service to and from the motel.

Indeed, article 67.1 only obliges the Company to compensate an employee for deadheading "on Company business". Since the grievor was released from service when he booked out and was not in service until he commenced his shift the next day he was not engaged "in Company business" when taken to and from the motel facility.

In having regard to the particular language of article 67 of the collective agreement, I cannot conclude that the grievor, on the most generous interpretation of that provision, was "on Company business" at the material times for which compensation is claimed.

As the Company pointed out it is immaterial whether the grievor travelled 2 or 25 miles until suitable accommodation was reached. There is absent in the collective agreement a provision that allows compensation for the inconvenience that was inadvertently foisted on the grievor.

Once the grievor was no longer in service and, provided the Company satisfied its obligation to provide suitable accommodation, there was no further requirement that compensation be given for reaching the location where the suitable accommodation was situated.

For all the foregoing reasons the grievance is denied.

(signed) DAVID H. KATES
ARBITRATOR