

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2058

Heard at Montreal, Wednesday, 10 October 1990

Concerning

VIA RAIL CANADA INC.

And

UNITED TRANSPORTATION UNION

DISPUTE:

Claim that Ms. K.E. Jarvis is entitled to meal and incidental expenses under Article 65.7 while attending Conductor's training.

JOINT STATEMENT OF ISSUE:

Ms. Jarvis is a trainperson home terminalled at Toronto who between May 11 and 29, attended the Conductor's training program at MacMillan Yard.

It is the Union's position that MacMillan Yard is not her normal place of work and therefore entitled to the allowances provided for in Article 65.7

It is the Corporation's position that Ms. Jarvis' normal place of work is Toronto terminal which includes MacMillan Yard and therefore the provisions of Article 65.7 are not applicable.

FOR THE UNION:

(SGD.) T. G. HODGES
GENERAL CHAIRPERSON

FOR THE CORPORATION:

(SGD.) P. J. THIVIERGE
FOR: DIRECTOR, LABOUR RELATIONS

There appeared on behalf of the Corporation:

K. Taylor – Senior Labour Relations Officer, Montreal
M. St-Jules – Senior Negotiator & Advisor, Montreal
P. J. Thivierge – Senior Negotiator & Advisor, Montreal

And on behalf of the Union:

M. P. Gregotski – Vice-General Chairperson, St. Catharines
R. Lebel – Vice-General Chairperson, Quebec

AWARD OF THE ARBITRATOR

The instant claim is made under Article 65.7 of the Collective Agreement which provides as follows:

65.7 Employees will be allowed \$7.50 per day for meals when such are not provided by the Company or at Company expense, if employees are at a point other than their normal place of residence or work. Employees qualified under the provisions of this paragraph will also receive a \$20.00 per week allowance for incidental expenses.

The Collective Agreement uses a number phrases referring to an employee's place of work, but most commonly utilizes "terminal". It is well established that the word terminal generally refers to a relatively large area, sometimes transcending a municipality (*e.g., see CROA 479 and 1081*). Additionally, Addendum 31 of the Collective Agreement makes express provision for Toronto based crews reporting for duty "... at one point in Toronto Terminal and (being) released from duty at another point in Toronto Terminal", in relation to their right to free transportation. The material further establishes that employees of the Corporation regularly work at at least two separate locations in Toronto, being Union Station and the Toronto Maintenance Centre in Etobicoke.

MacMillan Yard may be generally described as falling within the confines of the greater Toronto area. The issue in this grievance is whether assignment to training at that location entitles the grievor to the meal allowance under Article 65.7 of the Collective Agreement. In the Arbitrator's view it does not. If the Union's interpretation of the article is accepted, the only normal place of work attaching to the grievor would be Union Station. I find it highly doubtful that the parties would have intended that an employee in the grievor's circumstance could claim the allowance provided in Article 65.7 if the Corporation chose to conduct a training course in a hotel several blocks away from that location.

Viewed from a purposive standpoint, the article is, in my view, clearly intended to assist an employee who is compelled to perform work at an out of town location. That, it seems to me, is apparent from the reference to the weekly allowance for incidental expenses which is also provided. A protection of that kind is not normally associated with the reassignment, on a temporary basis, to another location within the same municipality as an employee's normal place of work.

Moreover, the genesis of the article supports the foregoing conclusion. It is common ground that the original incarnation of Article 65.7, which is the same numbered article in the collective agreement between Canadian National and the Union, provides for a similar entitlement to a meal allowance, the amount of which varies depending on whether accommodations with or without cooking facilities are provided. It seems to the Arbitrator, in light of that prior history, that if the parties had intended to make the allowances payable in a circumstance that does not involve travel away from home, they would have done so expressly. In my view it is in that sense that the phrase "a point other than their normal place of residence or work" must be construed.

In the result, I am satisfied that the grievor, who is home terminalled at Toronto, is not entitled to claim meal and incidental expenses while attending a conductors' training programme at MacMillan Yard. For these reasons the grievance must be dismissed.

12 October 1990

(Sgd.) MICHEL G. PICHER
ARBITRATOR