

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 451

Heard at Montreal, Tuesday, June 11th, 1974

Concerning

QUEBEC NORTH SHORE AND LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION (T)

DISPUTE:

Claim of Conductor J. Dionne for room and meals for his crew at Schefferville.

JOINT STATEMENT OF ISSUE:

Conductor J. Dionne and crew claimed expenses for room and meal during their stay at Schefferville between December 22nd and December 24th, 1973.

The Railway has deducted part of the claim.

The Union filed a grievance, the Railway denied it.

FOR THE EMPLOYEES:

(SGD.) J. H. BOURCIER
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) F. LeBLANC
SUPERVISOR -
LABOUR RELATIONS

There appeared on behalf of the Company:

J.	Bazin	-	Counsel	
F.	LeBlanc	-	Supervisor, Labour Relations, Q.N.S.&L.Rly.	- Sept-Iles
R. P.	Morris	-	Trainmaster, Q.N.S.&L.Rly.	- Sept-Iles
N.	West	-	Trainmaster, Q.N.S.&L.Rly.	- Sept Iles
T.	Leger	-	Assistant Labour Relations	- Sept-Iles
C.	Nobert	-	Assistant Labour Relations	- Sept-Iles

And on behalf of the Brotherhood:

J. H. Bourcier - General Chairman, U.T.U.(T) - Sept-Iles

AWARD OF THE ARBITRATOR

Conductor Dionne and his crew arrived at Schefferville at approximately 03:40 hours on December 23, 1973. In the normal course they would have been expected to stay at the company's bunkhouse, but on the occasion in question they would not do so, because of the

conditions which obtained there at that particular time. Having regard to the circumstances, the company did not, at the hearing, contest this point, but agreed, in my view correctly, that conductor Dionne and his crew were justified in staying at a hotel on that occasion.

Again, the crew would, in the normal course, have been expected to take their meals at the company's cafeteria. This, it seems, was at the same location as the bunkhouse, and it is my view that the grievors being entitled to stay at a hotel, could properly take their meals there as well, at least in the circumstances of this case. I should think that the last meal before leaving should have been taken at the cafeteria.

Accordingly, I would hold that the grievors should be reimbursed for their reasonable hotel and meal costs for the period in question. The accounts submitted, however, while including a reasonable charge in respect of hotel accommodation, included charges that could not reasonably be included in any proper account for meal expenses by a train crew. The meal account for this crew of four, for a period of approximately a day and one-half, came to just under fifty dollars per person. This account included charges for liquor and wine, and it was clearly improper to include these in the account submitted. In addition to the foregoing, there was an account in respect of a long-distance telephone call made by the grievor to the company's despatcher. This call, it was agreed, was proper, and that part of the account should be paid if this has not already been done.

The grievor's claim is therefore allowed in part. The claim in respect of accommodation and the long-distance telephone call is allowed. The claim in respect of meal expenses, which was for a total of \$195.47, must be substantially reduced, as much of it was clearly improper. The company's undertaking to pay a breakfast bill for the crew in the amount of \$13.06 was, however, insufficient. As I have indicated, the crew properly took certain other meals at the hotel, although they went too far in what they were willing to charge the company. In my view, proper expenses under this head should not have exceeded \$12.00 per person for the period in question, and having regard to the unusual circumstances. Accordingly, the grievor should be reimbursed, in addition to the fore-going, in the amount of \$48.00 on account of meal expenses for his crew. It is not to be considered that the figure referred to constitutes a proper allowance in general; it is used for the purposes of the instant case only.

J. F. W. WEATHERILL
ARBITRATOR