

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1235

Heard at Montreal, Thursday, April 12, 1984

Concerning

CANADIAN PACIFIC LIMITED (CP RAIL)  
(Atlantic Region)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DISPUTE:

Claim that B&B employees G. Taillefer, R. Dorais and N. Henault were entitled to weekend transportation to their place of residence, while working at Trois Rivieres, Quebec.

JOINT STATEMENT OF ISSUE:

The Union contends that:

1. G. Taillefer, R. Dorais and N. Henault, B&B employees are entitled weekend transportation between Trois Rivieres and their place of residence from February 4, 1983 and onward. Section 20.5, Wage Agreement 41.
2. Payment be at 9 cents per mile as stipulated in letter dated September 15, 1981.

The Company declines the Union's contention and denies payment of the claims.

FOR THE BROTHERHOOD:

(SGD.) H. J. THIESSEN  
System Federation  
General Chairman

FOR THE COMPANY:

(SGD.) J. L. FORTIN  
Acting General Manager  
Operation and Maintenance.

There appeared on behalf of the Company:

B. A. Demers	- Supervisor Labour Relations, CPR, Montreal
J. H. Blotsky	- Asst. Supervisor Labour Relations, CPR, Montreal
R. A. Colquhoun	- Labour Relations Officer, CPR, Montreal

And on behalf of the Brotherhood:

H. J. Thiessen	- System Federation General Chairman, BMW, Ottawa
L. DiMassimo	- Federation General Chairman, BMW, Montreal
G. Valence	- General Chairman, BMW, Sherbrooke
R. Y. Gaudreau	- Vice-President, BMW, Ottawa

#### AWARD OF THE ARBITRATOR

In this case the grievors, once displaced from their positions on the Mobile Bridge and Building Gang, exercised their seniority to "bump" into positions on the Trois Rivières Terminal Gang. They were thereby required to travel from their residences to Trois Rivières in order to perform the duties of their positions. They have claimed pursuant to Section 20.5 of the Wage Agreement and the Letter of Understanding dated March 3, 1970, with respect thereto as well as the Letter of Understanding dated September 15, 1981, mileage allowance at the rate of 9 cents per mile for weekend transportation to their residences.

The issue between the parties boiled down to whether the situation described herein was the same as or distinguishable from the situation in CROA Case No. 1006. In that case it was resolved that the grievors who bid onto permanent positions some distance away from their permanent residences were not entitled to the benefits of weekend transportation. It followed from that decision that these employees did not fall into "the practice" provided in the Letter of Understanding dated March 3, 1970 and could not be treated as a beneficiary of the transportation allowance.

It is common ground that the only distinction between the above situation and the situation described herein is that the grievors, instead of bidding on a position some distance from their residences, exercised their "bumping" privileges upon being displaced from their regular positions. In my view this distinction, emphasized by the trade union, is a distinction without a difference.

Whether the positions occupied by the grievors at Trois Rivières was as a result of their being awarded positions in answer to a job posting or to their exercising displacement privileges, the only question before me is whether their situations fell into the "practice" conferring entitlement to the transportation benefits contemplated by the combined application of Article 20.5 and the Letter of Understanding dated March 3, 1970. In exercising their displacement privileges to occupy positions onto the Trois Rivières Terminal Gang the grievors, in the same manner as CROA Case No. 1006, occupied permanent positions some distance away from their residences for which the company was not obliged to pay the transportation benefit.

Accordingly, the grievance must be denied.

DAVID H. KATES,  
ARBITRATOR.