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CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2570

Heard in Montreal, Wednesday, 11 January 1995

concerning

VIA Rail Canada Inc.

and

United Transportation Union

DISPUTE:

Claim for \$7,5000 on behalf of Mr. J.W. Murphy.

JOINT STATEMENT OF ISSUE:

Mr. Murphy is a trainman who transferred from CN at Halifax to VIA at Moncton under the Halifax closure letter of agreement.

It is the Union's position that he is entitled to the benefits contained in item 4(b) of that letter of agreement

It is the Corporation's position that Mr. Murphy does not meet the qualifications contained therein and, as a result, is not entitled to that benefit.

FOR THE UNION: FOR THE Corporation:

(SGD.) R. Lebel (SGD.) K. Taylor

General Chairman for: Department Director, Labour Relations

There appeared on behalf of the Corporation:

D. A. Watson- Senior Labour Relations Officer, Montreal

K. Taylor - Senior Advisor and Negotiator, Labour Relations, Montreal

And on behalf of the Union:

R. LeBel - General Chairman

J. W. Murphy- Grievor

AWARD OF THE ARBITRATOR

The material before the Arbitrator establishes that Mr. Murphy did in fact maintain an unfurnished apartment in Halifax prior to his move to Moncton. The unchallenged evidence is that while in Halifax the grievor rented a self-contained bachelor unit in the basement of his father's home, for which he paid rent on a twice-monthly basis. That accommodation was furnished with the grievor's own furnishings, which he had previously possessed while in service at Truro, and which he took with him to Halifax, and thereafter to Moncton.

Although some confusion appears to have arisen in the mind of the Corporation by reason of the fact that for a time Mr. Murphy continued to maintain his furnishings in Halifax while residing in hotel accommodations supplied by the Corporation in Moncton, it is not disputed that after a time he took leased premises in Moncton and moved his furnishings to that location. The Arbitrator is satisfied that the position taken by the Corporation, to the effect that the grievor had not in fact relocated from leased, unfurnished accommodation is incorrect.

The letter of understanding of August 25, 1993 governing the closure of Halifax as a home terminal provided, in part, as follows:

4. Employees on the 4th Seniority District, other than those specified in Item 1, who are awarded an assignment on the initial bulletin and who relocate their household to Moncton, will be entitled to:

(a) the relocation benefits provided in article 70.2 of the collective agreement

or

(b) if they are not home owners and rent or lease unfurnished accommodation, claim the relocation benefits provided in article 70.2 of the collective agreement, or in lieu thereof an amount of \$7,5000.

For the reasons related above, the Arbitrator is satisfied that the grievor qualified as a person who was not a home owner and who did rent unfurnished accommodation in Halifax, as well as in Moncton, subsequently. In the circumstances he was entitled to claim the lump sum payment of \$7,500 in lieu of relocation benefits under article 70.2 of the collective agreement.

The grievance is therefore allowed. The Arbitrator directs that the Corporation pay the amount of \$7,500.00 to the grievor, forthwith.

13 January 1995

MICHEL G. PICHER
ARBITRATOR