

Award No. 5201
Docket No. 4892
2-GN-EW-'67

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harry Abrahams when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the current agreement was violated when the Carrier failed to reimburse Lineman Floyd G. Barber for actual expenses incurred while performing service for the Carrier during the month of December, 1963.

2. That accordingly the Carrier be ordered to compensate Lineman Floyd G. Barber in the amount of \$168.15.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the Carrier, employs Lineman Floyd G. Barber, hereinafter referred to as the Claimant, as Communication Crew Lineman with district limits from Bainville, Montana to Seattle, Washington, plus all branch lines in that area.

During the month of December, 1963, the Carrier assigned the Claimant to perform work in line with his classification at points which included Columbia Falls, Montana.

Claimant incurred expenses in the amount of \$168.15 for meals and lodging while working at or near Columbia Falls, Montana, and this amount has not been reimbursed to him.

This dispute has been handled with all Carrier officers designated to handle such matters all of whom have declined to adjust it.

The Agreement dated July 1, 1951 as amended is controlling.

POSITION OF EMPLOYEES: Under the terms of the agreement between the Great Northern Railway Company and System Federation No. 101, Rule No. 10 reading in pertinent part:

completely irrelevant and immaterial to the issue presented in the instant case. In attempting to have the memorandum applied without regard for its context or manifest intent, the Organization is acting in direct conflict with the universally recognized principle of contract construction that the various sections of the parties' collective bargaining agreements must be construed together and effect given to all parts so that they are consistent and sensible.

6. Supervisors of electrical and communications crews have no authority to negotiate binding interpretations of the Schedule rules or any other collective bargaining agreements. Thus, any benefits which they might arrange to grant their crews which are beyond the benefits prescribed by such agreements would be completely irrelevant and immaterial to the issue presented in the instant case.

7. Evidence is included in the record which clearly shows that the Carrier's highest designated appeal officer has never agreed that employes working under the parties' Schedule Agreement are entitled to an arbitrary allowance of \$2.50 per night while staying at their homes.

8. The Organization has presented no competent evidence to support its broad, general allegation that there is some long-standing practice under which the Carrier has reimbursed communications crews and other traveling employes for the type of fictitious expenses which the claimant is now demanding. Some of the evidence which it has presented actually confirms the fact that there never has been such a practice.

9. But, it would make no difference even if there had been such a practice, for no amount of practice could supersede the clear meaning of the contractual language in question.

For the foregoing reasons, the Carrier respectfully requests that the claim of the employes be denied.

All of the evidence and data contained herein has been presented to the duly authorized representative of the employe.

(Exhibits not reproduced.)

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimant Floyd G. Barber worked from 8 A. M. to 5 P. M. Monday through Friday. The claimant's home was at Columbia Falls, Montana. He

lived with his wife in a mobile trailer home in Columbia Falls, Montana. He ate his meals at home with his wife except for lunches which cost around \$30.35. He slept in the said trailer in Columbia Falls, Montana at no charge.

Claimant wants \$168.15 for meals which he says he expended. According to the record the claimant did not expend \$168.15 for meals.

The claim of the employe for \$168.15 is in accordance with the above denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June, 1967.