

Award No. 789

Docket No. 720

2-Wab-EW-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee R. F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 13, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

WABASH RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: (a) That the carrier is and persists in violating the last paragraph of Rule 3 of the telegraph and telephone department agreement, effective October 1, 1940, by refusing to allow District Lineman C. M. Regan the expenses which he incurred at Litchfield, Illinois, on January 18, 19 and 20, 1941.

(b) That District Lineman C. M. Regan be allowed the expenses which he incurred on January 18, 19 and 20, 1941, and reimbursed for all subsequent improper expense account deductions.

EMPLOYEES' STATEMENT OF FACTS: There are 19 linemen regularly assigned to maintain a district or territory and each has his assigned headquarters. There is one lineman assigned as an extra district lineman.

C. M. Regan, lineman, employed in the telegraph and telephone department of the Wabash Railway Company, was assigned as extra district lineman with headquarters at Decatur, Illinois, by bulletin, on November 4, 1940.

Extra District Lineman Regan has never received any notice that his assigned headquarters, Decatur, Illinois, has been changed.

Extra District Lineman Regan is senior to three other linemen holding assigned positions as district linemen.

Extra District Lineman Regan is required to do the same work as other district linemen and is paid the same monthly rate of pay.

Extra District Lineman Regan worked at Litchfield, Illinois, from January 12, 1941, to January 20, 1941, inc., and received no compensation for expenses incurred at Litchfield, Illinois, on January 18, 19 and 20, 1941.

POSITION OF EMPLOYEES: That extra District Lineman Regan should be compensated for expenses incurred while working away from his regularly assigned headquarters, Decatur, Illinois, under the provisions of Rule 3 of the existing agreement, effective October 1, 1940, which is the basis on which all other district linemen are compensated.

Bulletin 4, dated October 19, 1940, created a new position as extra district lineman with headquarters at Decatur, Ill. The successful applicant was required to be qualified to perform the work as provided in Rule 2 (a) of the existing agreement. (See exhibit A.)

of the district linemen they are relieving after the expiration of six (6) days from and including the first day they were used on the temporary vacancy.

When consideration is given to these facts, it is obvious that the alleged claim set up by the petitioner in his ex parte statement of claim is without basis under the rules of the existing agreement.

The submission of this alleged dispute to the Board is without question an attempt on the part of the petitioner to modify Rule 18, paragraph (c), of the agreement effective October 1, 1940, to an extent whereby the carrier will be required to allow linemen used to fill temporary vacancies of district linemen who are laying off living expenses incurred at the headquarters of the district linemen they are relieving for an indefinite period.

It is the position of the carrier that the alleged claims (if any) referred to in that part of the petitioner's ex parte statement of claim reading as follows:

"* * * and reimbursed for all subsequent improper expense account deductions."

are not properly before or subject to a decision by the Board, as such claims (if any) have not been handled with the carrier as provided by the Railway Labor Act, and, therefore, are not properly before the Board.

The foregoing statement on the merits is without prejudice to the position of the carrier that the adjudication of the alleged dispute set up in the petitioner's ex parte statement of claim does not fall within the province of the National Railroad Adjustment Board, Second Division, and, therefore, should be dismissed for lack of jurisdiction.

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.

The parties to said dispute were given due notice of hearing thereon.

Regan was duly assigned as an extra district lineman with headquarters at Decatur, Illinois. Rule 18 provides the proper method of changing headquarters of a district lineman. The carrier did not comply with this rule. Regan is entitled to his expenses as provided by the last paragraph of Rule 3 of the current agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of May, 1942.