

Award No. 2705

Docket No. 2488

2-GN-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Thomas C. Begley when the 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 lineman T. P. Maier was improperly reimbursed for his expenses for the month of February, 1955.
2. That the Carrier be ordered to reimburse T. P. Maier an additional amount of \$63.03 for expenses for the month of February, 1955.
3. That T. P. Maier be reimbursed for expenses for each subsequent month in which the Carrier has refused to pay his expenses under the same conditions while occupying the same assignment.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the carrier, has employed in their telegraph and telephone department a group of employees designated as district linemen Class 2, qualified and assigned to specific districts with specific headquarters to repair, maintain, inspect and install pole lines, wires support for wire cables, conduits and associated work. These employees hold system seniority.

On December 9, 1954 a memorandum of agreement was signed by the carrier and general chairman of the electrical workers providing, in part, that

"where justified relief assignments would be established to take care of vacations of employees in the ensuing vacation term."

T. P. Maier, hereinafter referred to as the claimant, is employed by the carrier, in its telegraph and telephone department as a district lineman Class 2.

have, the carrier paid such employees in a manner similar to that provided in Rule 43. This rule provides in part:

"Employee assigned to telephone and telegraph outfits when used to relieve monthly rated employees in the telegraph department for vacation purposes, will be allowed actual necessary expenses while at the headquarters of the employees relieved, less the amount they would have paid for board and lodging on such days had they remained in the outfit."

It will be noted that this footnote refers only to "employees assigned to telephone and telegraph outfits" and has no application to regularly assigned monthly rated employees, relief or otherwise. Thus, the claimant had no enforceable rights under the rule. Nevertheless, the carrier paid him his necessary expenses in connection with service actually performed, but no allowance was made for time spent at the designated headquarters on his rest days.

The carrier directs attention to its Exhibit C-2, which is a copy of the claimant's expense account for the month of February, 1955. For the information of the Board, it should be stated that, as noted on the expense account itself, the headquarters points at which the employee worked during the month were respectively, Helena, Montana, where he worked from February 1 to 19, and Odessa, Washington, where he worked from February 21 to 28.

Had the claimant been paid under Rule 15, which applies to regularly assigned monthly-based men, his total reimbursable expenses, based on his expense sheet, would have amounted to \$59.62. The allowance made him was \$118.57, or an additional amount of \$58.95. It is the carrier's contention that this complies with the intent of the referee's interpretation of Article 12(a) of the vacation agreement in a very liberal manner.

It is, therefore, the position of the carrier that the claimant has been properly compensated and that the claim herein for any additional amount over and above what he was paid must be denied.

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

The question to be decided in this case is whether or not the claimant's headquarters' point was his home, Spokane, Washington, or the headquarters' point of the various District Linemen Class 2 positions he was relieving, while the linemen were on their vacations.

From a careful reading of the submissions of the parties and the arguments advanced at the hearing by the parties, the Board finds that this claimant when he bid in this vacation relief assignment on "Lines West" was willing to assume all the duties of the regularly assigned district linemen, as well as their specific headquarters. Therefore, their headquarters were his headquarters.

The Board finds that under Rule 15 this claimant was only entitled to actual necessary expenses when he was away from the headquarters of the employe he was relieving.

The Board finds that the carrier when it paid the claimant's expenses under Rule 43 was complying, to the best of its ability, with the interpretation of Referee Morse, because there is no relief rule contained in the controlling agreement which would provide compensation for vacation relief.

The Board finds that the claimant was properly reimbursed for his expenses.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 6th day of December, 1957.