

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11487
Docket No. 11266
88-2-86-2-81

The Second Division consisted of the regular members and in addition Referee Raymond E. McAlpin when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That in violation of the governing Agreement the Burlington Northern Railroad arbitrarily refused to compensate Electrician Gary L. Winfield the full amount of moving expenses due him under the schedule Rules.

2. That accordingly, the Burlington Northern Railroad Company should be instructed to compensate Electrician Gary L. Winfield \$117.26, which is the amount of moving expense that was arbitrarily deducted from the statement submitted by him.

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 employees 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.

During February of 1985, the Claimant submitted an expense report to the Carrier in connection with the Claimant's final move from the Carrier's Naperville, IL facility to the Carrier's Memphis, TN facility. All items on the expense account were allowed with the exception of automobile mileage. The Claimant had claimed the movement of two automobiles from Naperville to Memphis. The Carrier allowed mileage for only one automobile and, therefore, the Claimant is claiming an additional \$117.26.

The Organization claimed that this was a violation of Rule 27(d) which provides as follows:

"Employees transferred to bulletined positions, or exercising seniority under this rule, will receive a day's time for each day of traveling, at the rate of pay for the position they are leaving, actual necessary expenses en route, automobile mileage from their old work location to their new work location at the current rate established by the Carrier, and free rail or other transportation as authorized for dependent members of their families and household goods. The Carrier shall determine manner in which household goods shall be moved, except that it shall not be by freight car. They will receive the rate of pay for the new position from the time they actually start work thereon. The foregoing is limited to two (2) voluntary transfers per calendar year."

The Organization argued the only exception is that household goods should not be moved by freight car and noted a rule of contract interpretation, that "to include one or more of a class is to exclude all others of the same class." They stated the Carrier had set limits not contemplated by the rule and contended the Claimant had to get his family to Memphis the best way possible and this included the use of a second car. The Organization stated there have been hundreds of similar moves since 1970 without any problems and to deny this claim would be arbitrary and capricious on the Carrier's part. Had the parties wanted an automobile limit, they would have stated so in the contract.

The Carrier argued that Rule 27(d) requires payment for only one automobile. If the Rule would contemplate the payment for two automobiles, the Rule would so state. Any other transportation must be authorized. The Carrier noted the Claimant received payment for his personal auto, truck and trailer.

Upon complete review of the evidence, the Board finds that the record in this case contains no indication that the Claimant asked for authorization as clearly required under Rule 27(d). It is not up to the Claimant to determine the manner or method in which his dependents will be transported to the new location. The Claimant's clear duty and responsibility is to seek authorization for "free rail or other transportation." This was not done in this case and, therefore, the claim will be denied.

A W A R D

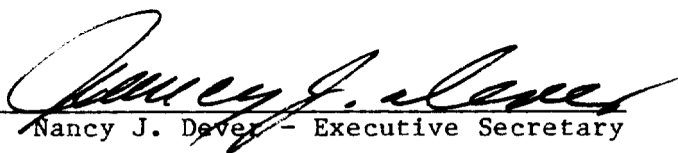
Claim denied.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of June 1988.