



Award No. 4870

Docket No. 4812

2-GN-EW-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the current agreement was violated when the Carrier failed to reimburse Electrician G. R. Peterson and Electrician Helper E. A. Ronnestad for actual expenses incurred while performing service for the Carrier away from assigned headquarters during the month of December 1963.

2. That accordingly, the Carrier be ordered to compensate Electrician G. R. Peterson in the amount of \$86.00 and Electrician Helper E. A. Ronnestad in the amount of \$21.00.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the carrier, employes Electrician G. R. Peterson and Electrician Helper E. A. Ronnestad, hereinafter referred to as the claimants, as electrician and electrician helper respectively on Electrical Crew No. 1 with assigned headquarters of St. Paul, Minnesota.

During the month of December 1963, the carrier assigned the claimants to perform duties in line with their classification away from headquarters at points which included Willmar, Minnesota, and St. Cloud, Minnesota.

Claimant Peterson incurred expenses in the amount of \$86.00 for meals and lodging while working at St. Cloud, Minnesota.

Claimant Ronnestad incurred expenses in the amount of \$21.00 for meals and lodging while working at Willmar, Minnesota, and, subsequently, the carrier denied payment to both claimants for the above actual expenses.

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 subsequently amended, is controlling.

4. This Board has no authority to rewrite Rule 10 under the guise of interpretation. It must limit its function to applying the rule in accordance with the plain meaning of the language contained therein.

5. Supervisors of electrical 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 to their crews which are beyond the benefits prescribed by such agreements would be completely irrelevant and immaterial to this issue presented in the instant case.

6. Evidence is included in the record which clearly shows that the carrier's highest designated appeal officer has never agreed that system electrical crew employees are entitled to an arbitrary allowance of \$2.50 per night while staying at their homes away from headquarters.

7. The Organization had produced no competent evidence to support its broad, general allegation that there is some long-standing practice under which the carrier has "reimbursed" system electrical crews and other traveling employees for the type of fictitious expenses which the claimants are now demanding.

8. 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 employees 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 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.

Claims here are made on behalf of employes — Electrician G. R. Peterson and Electrician Helper C. A. Ronnestad, for expenses incurred, while performing service for Carrier away from their assigned headquarters. The Organization is requesting payment of \$86.00 to Claimant Peterson and \$21.00 to Claimant Ronnestad.

Both claimants Peterson and Ronnestad are regularly assigned to System Electrical Crew No. 1, with headquarters at St. Paul, Minnesota. The record here shows that neither claimant maintains his permanent residence in St. Paul, the location of their crew headquarters; Claimant Peterson maintains his permanent residence at St. Cloud, Minnesota, where his family resides. Claimant Ronnestad maintains his permanent residence at Willmar, Minnesota, where he resides with his wife. Both St. Cloud and Willmar are located within the territory served by System Electrical Crew No. 1.

Claims here were made on January 24, 1964, and were declined by the Electrical Supervisor. The Organization then appealed to C. A. Pearson, Vice

President Personnel who declined the claims by letter of April 6, 1964 to W. J. Peck, General Chairman. Carrier in its declination of the claims, gave its reason for refusal to pay the claims, because the claimants having remained at their residence in each instance, and having received their meals at their place of residence, Carrier was not obligated to pay claimants, as provided in Rule No. 10 of the Agreement here, as there is no proof in the record to show that either claimant made any expenditures for meals or lodging as provided in the rule. Pertinent part of Rule No. 10, applicable here is,

“where meals and lodging are not provided by railroad, actual necessary expenses will be allowed.”

The record is silent as to proof that any actual expenses have been expended by either of the Claimants, while Claimant Peterson performed service in St. Cloud, his place of residence, and by Claimant Ronnestad, while performing service at Willmar.

The claimants have failed to produce evidence to support their contentions, as provided by Rule 10 of the Agreement. The claims should be denied.

AWARD

Claims denied as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of May 1966.