

Award No. 5209

Docket No. 5015

2-GN-EW-'67

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

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

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That, in violation of the rules of the current agreement, Carrier failed to reimburse Lineman Stephan J. Jonas for expenses in the amount of \$7.55 incurred in Carrier service during the month of May, 1964.

2. That, accordingly, the Carrier be ordered to reimburse above mentioned claimant in the amount of \$7.55.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the Carrier, assigns some employees of the Communication Department to Communication Crews. The Communication Crews work at any point within their assigned district limits, the points being determined by the Carrier's orders. The district limits of Communication Crews, Lines East, to which claimant is assigned, are from St. Paul, Minnesota to Bainsville, Montana, and include all branch lines in this area. Employees of Communication crews are assigned by bulletin in accordance with schedule rules to specific outfit cars, which are their headquarters.

Stephan J. Jonas, hereinafter referred to as the Claimant, is employed as communication crew lineman, Class 5, on Crew OCC-3, lines east. During the month of May, 1964, Claimant worked in his classification at points including Minneapolis, being assigned to perform such work by the Carrier. In this period of time, Claimant incurred expenses in the amount of \$7.55 for meals and lodging while working at or near Minneapolis, Minnesota, and Carrier failed to reimburse Claimant said expenses by deducting the amount of \$7.55 from Claimant's expense account. Carrier made the erroneous contention that Claimant's assigned headquarters was Minneapolis, Minnesota, ignoring the fact that Claimant had previously been assigned by bulletin to a specific crew with headquarters in a specific outfit, and based their improper deduction from Claimant's expense account on this erroneous contention. Carrier made the

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.

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

The claim is that in violation of the Agreement the Carrier failed to reimburse Claimant for expenses incurred in Carrier's service during the month of May, 1964, amounting to \$7.55.

Prior to March 31, 1964, district communications crews on Carrier's Lines East were assigned to outfit cars concerning which Rule 50 provides as follows:

"RULE 50. OUTFIT CARS

(a) Outfit cars will consist of bunk, cook, recreation, bath, toilet and supply facilities. Outfit will be considered as headquarters for employees assigned to it."

By bulletin of March 18, 1964, the assignment of such communications crews to outfit cars was abolished, effective as of March 31, 1964, and bids were advertised for three separate crews as of April 1, 1964, to perform maintenance work on communications lines and facilities of the area by means of highway trucks, with headquarters on definite points. Claimant bid into a lineman's position on the No. 3 crew with Minneapolis as its designated headquarters, and was assigned it on April 3, 1964.

His claim is for expenses incurred at Minneapolis, the established headquarters of his crew. It is stressed that he lives at Avon, Minnesota; but no rule is cited which would entitle him to reimbursement for expenses at the headquarters of his position because of his maintenance of a residence elsewhere.

It is contended, however, that he is entitled to reimbursement of expenses under Rule 10, which provides that:

"Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed * * *."

But Rule 10 relates only to road service away from home point, and not to service at the employee's headquarters point on his regular assignment.

The Employees' main contention is that the April 1, 1964 change of communications crew assignments from outfit cars to headquarters points was in violation of the Agreement. However, that claim was raised in Docket No. 4973 and was denied by Award No. 5164, which under the Railway Labor Act is final and cannot be reconsidered by this Division.

Furthermore, prior to bidding for the job on this communications crew Claimant had not been a member of any communications crew, but had been working as a Class 2 District Lineman at Morris, Minnesota. Not having been on such crew before the change he was not affected by it.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June, 1967.